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EDILBERTO PAREDES, and all others similarly situated

FILED
San Diego Superior Court

OCT 07 2025

Clerk of the Superior Court

By: K. Sorianosos, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION
(UNLIMITED JURISDICTION)

EDILBERTO PAREDES, on behalf of himself
and all others similarly situated, and the general
public, and as an “Aggrieved Employee” on
behalf of other “Aggrieved Employees” under
the Private Attorneys General Act of 2004,

Plaintiff,

vs.

HERITAGE LANDSCAPE SERVICES, INC.,
a California corporation; MICHAEL
HOOVER, an individual; and DOES 1 to 25,
inclusive,

Defendant(s).

Case No.: 37-2024-00004064-CU-OE-CTL

[Assigned for all purposes to The Honorable
Matthew Braner, Dept. C-60]

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND MOTION
FOR ATTORNEYS’ FEES, COSTS, AND
A CLASS REPRESENTATIVE
ENHANCEMENT PAYMENT**

Action filed: 1/29/2024

Hearing Date: 10/3/2025

Hearing Time: 9:00 a.m.

Hearing Dept: C-60; Matthew C. Braner

1 This matter came before the Court for a hearing on the Motion for Final Approval of the
2 Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative
3 Enhancement Payment (collectively, the "Motions"). Due and adequate notice having been
4 given to Class Members as required by the Court's Preliminary Approval Order, and the Court
5 having reviewed the Motions, and determining that the settlement is fair, adequate and
6 reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefore, it is
7 hereby **ORDERED AS FOLLOWS**:

8 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
9 incorporated herein by reference, this Court finds that the requirements of California Code of
10 Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

11 2. This Order hereby adopts and incorporates by reference the terms and conditions of the
12 Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement" or
13 "Settlement"), together with the definitions and terms used and contained therein.

14 3. The Court finds that it has jurisdiction over the subject matter of the action and over all
15 parties to the action, including all members of the Settlement Class.

16 4. The Class Notice fully and accurately informed Class Members of all material elements
17 of the proposed settlement and of their opportunity to opt out or object; was the best notice
18 practicable under the circumstances; was valid, due, and sufficient notice to all Class Members;
19 and complied fully with the laws of the State of California and due process. The Class Notice
20 fairly and adequately described the settlement and provided Class Members with adequate
21 instructions and a variety of means to obtain additional information.

22 5. Class Members were given a full opportunity to participate in the Final Approval hearing,
23 and all Class Members and other persons wishing to be heard have been heard. Accordingly, the
24 Court determines that all Class Members who did not timely and properly opt out of the
25 settlement are bound by this Order.

26 6. The Court has considered all relevant factors for determining the fairness of the
27 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
28 particular, the Court finds that the settlement was reached following meaningful discovery and

1 investigation conducted by Plaintiffs' Counsel; that the settlement is the result of serious,
2 informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of
3 the settlement are in all respects fair, adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims
6 presented; the likely duration of further litigation; the amount offered in settlement; the extent of
7 investigation and discovery completed; and the experience and views of counsel. The Parties
8 have provided the Court with sufficient information about the nature and magnitude of the claims
9 being settled, as well as the impediments to recovery, to make an independent assessment of the
10 reasonableness of the terms to which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate,
13 and in the best interests of the entire Settlement Class and hereby directs implementation of all
14 remaining terms, conditions, and provisions of the Settlement Agreement. The Court also finds
15 that settlement now will avoid additional and potentially substantial litigation costs, as well as
16 delay and risks if the Parties were to continue to litigate the case. Additionally, after considering
17 the monetary recovery provided by the settlement in light of the challenges posed by continued
18 litigation, the Court concludes that the settlement provides Class Members with fair and adequate
19 relief.

20 9. The Settlement Agreement is not an admission by Defendants or by any other Released
21 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by
22 Defendants or any other Released Party. Neither this Order, the Settlement Agreement, nor any
23 document referred to herein, nor any action taken to carry out the Settlement Agreement, may be
24 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession,
25 waiver of defenses, or liability whatsoever by or against Defendants or any of the other Released
26 Parties.

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1 10. Final approval of the Settlement shall be with respect to:

2 All current and former non-exempt, hourly-paid employees who worked for
3 Defendant Heritage Landscape Services, Inc. in California at any time during the
4 Class Period of January 29, 2020 to January 9, 2025.

5 11. Plaintiff Edilberto Paredes is an adequate and suitable representative and is hereby
6 appointed the Class Representative for the Settlement Class.

7 12. The Court finds that the attorneys at MM Law, APC have the requisite qualifications,
8 experience, and skill to protect and advance the interests of the Settlement Class. The Court
9 hereby appoints Maralle Messrelian of MM Law, APC, as Class Counsel.

10 13. The settlement of civil penalties under PAGA in the amount of \$20,000 is hereby
11 approved. Seventy-Five Percent (75%), or \$50,000, shall be paid to the California Labor and
12 Workforce Development Agency. The remaining Twenty-Five Percent (25%), or \$5,000, will be
13 paid to PAGA Members.

14 14. The Court hereby awards \$ 166,666.67 in attorneys' fees and \$12,694.06 in costs and
15 expenses to MM Law, APC. The Court finds that the requested award of attorneys' fees is
16 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund
17 created by the Settlement. Counsel have also established the reasonableness of the requested
18 award of attorneys' fees via their lodestar crosscheck, and the Court finds that the attorney
19 staffing, hours billed, and hourly rates are reasonable, and the multiplier is warranted under the
20 circumstances.

21 15. The Court approves settlement administration costs and expenses in the amount of
22 \$10,000 to Phoenix Settlement Administrators.

23 16. All Class Members were given a full and fair opportunity to participate in the Final
24 Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard.
25 Members of the Settlement Class also have had a full and fair opportunity to exclude themselves
26 from the proposed settlement and the class. Accordingly, the terms of the Settlement Agreement
27 and of the Court's Order and Judgment shall be forever binding on all Participating Class
28 Members. Upon the Funding Date, these Participating Class Members have released and forever
discharged the Released Parties for any and all Released Class Claims during the Class Period:

Any and all claims, rights, demands, liabilities, and causes of action, reasonably arising from, or reasonably related to, the same set of operative facts as those set forth in the operative Complaint in the Action during the Class Period, including without limitation with respect to the following claims: (a) failure to pay all wages earned for all hours worked at the correct rates of pay, including for minimum, regular, overtime, and doubletime wages; (b) failure to authorize or permit rest periods; (c) failure to authorize or permit meal periods; (d) failure to indemnify employees for employment related losses and expenditures; (e) failure to provide accurate itemized wage statements; (f) failure to pay wages when employment ends; (g) failure to provide sick pay; and (h) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; (i) violation of or claims under the following sections of the California Labor Code, sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; and (j) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law.

17. Additionally, all PAGA Members and the LWDA have released and forever discharged the Released Parties for any and all Released PAGA Claims during the PAGA Period:

Any and all claims, demands, rights, liabilities and causes of action under the Private Attorneys General Act, California Labor Code §§ 2698, et seq., that were alleged or could reasonably have been alleged based on the same facts alleged in the operative Complaint, the PAGA Notice (and any amendments thereto) and ascertained in the course of the Action, arising during or with respect to the PAGA Period. The Released PAGA Claims will forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and future lawsuits maintained by either the LWDA or PAGA Members for any and all of the Released PAGA Claims.

18. Judgment in this matter is entered in accordance with the above findings. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code § 664.6, including all Participating Settlement Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered herein.

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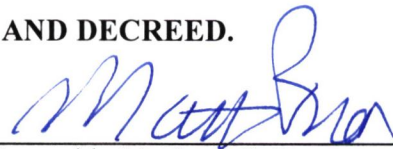
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1 19. The Court sets a Final Accounting Hearing regarding distribution on 07/10/2026
2 at 11:15 0 a.m./p.m. in Department C-60 of this Court. Plaintiff shall file a Status Report at
3 least ten (10) calendar days prior to the hearing.

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

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6 Date: 10/7, 2025


Honorable Matthew C. Braner
Judge of the San Diego Superior Court