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October 16, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
23CV421709
By: NVasquez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

DIANE DE LA CRUZ, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

JAMES NICHOLSON ENTERPRISES dba DINSMORE LANDSCAPE COMPANY, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 23CV421709

ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA SETTLEMENT AND FINAL JUDGMENT

This matter came for hearing on October 14, 2026, at 1:30 p.m. in Department 8 of this court, the Honorable Shella Deen presiding, regarding Plaintiffs Diane De La Cruz, Simon Perez Flores, and Santos Andrade Nazario's ("Plaintiffs") unopposed *Motion for Final Approval of Class Action and PAGA Settlement* ("Final Approval Motion"), which seeks final approval of a class action and representative settlement and approval of the requested allocations for attorneys' fees, costs, service awards, and PAGA penalties based on the terms set forth in the parties' First Amended Class Action and PAGA Settlement Agreement and Release (the "Settlement

Agreement"), as modified by the court's revised preliminary approval order signed April 9, 2026 and filed April 10, 2026. In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members, and having considered the Settlement Agreement, the papers and authorities submitted in support, all proceedings held herein, and the record in this litigation, the court GRANTS the Final Approval Motion, makes the following findings and determinations, and enters final judgment as follows:

1. All terms used in this order have the same meaning as defined in the Settlement Agreement.

2. The court has personal and subject matter jurisdiction over Plaintiffs and Defendant James Nicholson Enterprises dba Dinsmore Landscape Company ("Defendant") (collectively, the "Parties") in this litigation to approve the Settlement Agreement and all exhibits thereto.

3. For settlement purposes only, the court finally certifies the Class, defined as all current and former hourly, non-exempt employees who worked for Defendant in California at any time during the Class Period. The Class Period means the period from January 1, 2021 through April 3, 2025. The Aggrieved Employees are all current and former hourly, non-exempt employees who worked for Defendant in California during the PAGA Period, which means the period from September 22, 2022 through April 3, 2025. The court deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court, and solely for the purpose of effectuating the Settlement Agreement.

4. The court finds that an ascertainable class of 313 participating Class Members exists and that a well-defined community of interest exists on the questions of law and fact involved because, in the context of the Settlement Agreement: (i) all related matters predominate over any individual questions; (ii) the claims of Plaintiffs are typical of the claims of the Class Members; and (iii) in negotiating, entering into, and implementing the Settlement Agreement, Plaintiffs and Plaintiffs' counsel have fairly and adequately represented and protected the interests of the Class Members.

5. The court is satisfied that Phoenix Settlement Administrators ("Phoenix"), which was appointed as the Settlement Administrator, completed the distribution of Class Notice to the

Class in a manner that comports with California Rules of Court, rule 3.766. Phoenix mailed the Class Notice, in English and Spanish, by first-class mail to all 313 Class Members on May 8, 2026, performed a skip trace on the fifteen notices returned without a forwarding address, obtained updated addresses for all fifteen, and promptly remailed the notice. The Class Notice informed Class Members of the Settlement Agreement's terms and of their rights to receive a settlement share, to request exclusion, to object, to dispute workweeks, and to appear at the final approval and fairness hearing. No Class Member submitted a request for exclusion, no Class Member filed a written objection, no Class Member disputed workweeks, and no Class Member appeared at the hearing. The court finds that the notice given was the best notice practicable under the circumstances and satisfied the requirements of due process.

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

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

8. The court finds that the Settlement Agreement is the result of informed, non-collusive, arm's-length negotiations, including mediation with Michael Mandel, Esq., on March 13 and April 3, 2025 and further negotiations that led to a fully executed settlement on February 11, 2026. The Parties conducted investigation and informal discovery, including the production and analysis of sample timekeeping and payroll records and Defendant's applicable handbook and policies, and their attorneys were able to reasonably evaluate their respective positions.

9. The court finds that the Settlement Agreement avoids additional and potentially substantial litigation costs, as well as the delay and risks the Parties would face in continued litigation, including Defendant's denial of liability, the challenge of establishing the wage-and-hour claims on a classwide basis, the risk that the court might decline to certify a litigation class,

the risks of trial, and the possibility of reduced PAGA penalties. Class Counsel estimated Defendant's total maximum exposure at approximately $3,850,647.50 and its realistic exposure at approximately $306,420.65. The non-reversionary gross settlement of $250,000.00 represents approximately 6.5 percent of the estimated maximum exposure and approximately 82 percent of the estimated realistic value of the claims. Having considered the monetary recovery provided in light of those challenges, the court concludes that Plaintiffs' counsel secured significant relief for the Class Members.

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

11. The court confirms Plaintiffs Diane De La Cruz, Simon Perez Flores, and Santos Andrade Nazario as class representatives and finds each of them to be adequate.

12. The court confirms as class counsel Arrash T. Fattahi, Arman A. Salehi, and Trenten N. Bilodeaux of Wilshire Law Firm, PLC, and Harout Messrelian of Messrelian Law Inc., and finds each of them to be adequate, experienced, and well-versed in class action litigation.

13. The terms of the Settlement Agreement, including the non-reversionary Gross Settlement Amount of $250,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class and to each Class Member, and the court grants final approval of the Settlement set forth in the Settlement Agreement, subject to this order. The net settlement amount of $127,241.22 shall be distributed to participating Class Members pro rata based on the workweeks each worked during the Class Period, and the individual PAGA payments shall be distributed to Aggrieved Employees based on the pay periods each worked during the PAGA Period.

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

A. The court awards $8,000.00 to Phoenix Settlement Administrators, the Settlement Administrator, and finds this amount to be fair and reasonable. The court grants final approval of it and orders the Parties to make the

payment to the Settlement Administrator in accordance with the Settlement Agreement.

B. The court awards $83,333.33 to Class Counsel as attorneys' fees and finds this amount to be fair and reasonable considering the benefit obtained for the Class. The court grants final approval of, awards, and orders the payment to Class Counsel to be made in accordance with the Settlement Agreement.

C. The court awards $12,825.45 in litigation costs, an amount the court finds to be reflective of the reasonable costs incurred. The court grants final approval of, and orders the litigation expenses payment in this amount to be made to Class Counsel in accordance with the Settlement Agreement.

D. The court awards $5,000.00 to each of Plaintiffs Diane De La Cruz, Simon Perez Flores, and Santos Andrade Nazario ($15,000.00 total), in addition to any amount each may be entitled to as a Class Member and/or Aggrieved Employee, as service payments requested by Plaintiffs, and finds these amounts to be fair and reasonable. The court grants final approval of, and orders the class representative payments to be made in accordance with the Settlement Agreement.

E. The court approves the $3,600.00 allocation for penalties under the Labor Code Private Attorneys General Act of 2004, and orders 75 percent thereof (i.e., $2,700.00) to be paid to the California Labor and Workforce Development Agency in accordance with the terms of the Settlement Agreement and the remainder (i.e., $900.00) to the Aggrieved Employees.

F. The court orders that any applicable employer-side payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount, in accordance with the Settlement Agreement.

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

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

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

18. All Aggrieved Employees, as well as the State of California, shall be bound by the PAGA portion of the Settlement Agreement and this order, including the release of PAGA claims as set forth in the Settlement Agreement, regardless of whether any Aggrieved Employee submitted a request for exclusion from the class portion of the Settlement Agreement.

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

20. All checks mailed to the Class Members and Aggrieved Employees must be cashed within one hundred eighty (180) days after mailing. If a Class Member or Aggrieved Employee fails to cash his or her check by the deadline, then the Settlement Administrator shall distribute such funds, together with any other residual amount, to the Katharine & George Alexander Community Law Center as the cy pres recipient. The court finds that this meets the requirements of Code of Civil Procedure section 384, subdivision (b).

21. The court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code of Civil Procedure section 664.6, solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

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

23. The court sets a compliance hearing for June 16, 2027 at 2:30 p.m. in Department 19 on the final accounting and distribution of the settlement funds. No later than June 2, 2027, Plaintiffs shall file a declaration from the Settlement Administrator reporting on the distribution of funds and providing a final accounting.

IT IS SO ORDERED

Dated: October 14, 2026

HON. SHELLA DEEN
JUDGE OF THE SUPERIOR COURT