

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiffs Diane De LA Cruz et al.
2. Title of the proposed order:
[Proposed] Judgment and Order Granting Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Preliminary Approval Hearing
 - b. Date and time: October 14, 2026 at 1:30 p.m.
 - c. Place: 191 North First Street, San Jose, California 95113
4. The proposed order was served on the other parties in the case.

(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

Diane De LA Cruz et al. v. James Nicholson Enterprises dba Dinsmore Landscape Co.

CASE NUMBER:

24CV447769

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

660 South Figueroa Street, Sky Lobby, Los Angeles, California 90017

b. My electronic service address is (*specify*): dariane.rose@wilshirelawfirm.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

Daniel J. Muller, Esq. and Harout Messrelian, Esq.

b. To (*electronic service address of person served*): dmuller@venturahersey.com & hm@messerlianlaw.com

c. On (*date*): 9/18/2026

☒ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 9/18/2026

Dariane Rose

(TYPE OR PRINT NAME OF DECLARANT)




(SIGNATURE OF DECLARANT)

Arrash T. Fattahi (SBN 333676)
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Attorneys for Plaintiffs
Diane de la Cruz and Santos Andrade Nazario

[additional counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

DIANE DE LA CRUZ and SIMON PEREZ
FLORES, individually, on behalf of all others
similarly situated, and on behalf of the State of
California and other aggrieved persons; and
SANTOS ANDRADE NAZARIO, individually,
and on behalf of all others similarly situated,

Plaintiffs,

v.

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

Defendants.

Case No.: 23CV421709

*[Assigned for All Purposes to the Hon.
Theodore C. Zayner, Dept. 19]*

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

Final Approval Hearing:

Date: October 14, 2026

Time: 1:30 p.m.

Dept.: 19

Action Filed: August 30, 2023

1 Harout Messrelian (SBN 272020)
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3 **MESSRELIAN LAW INC.**
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Attorneys for Plaintiff
Simon Perez Flores

1 Plaintiffs Diane De La Cruz, Simon Perez Flores and Santos Andrade Nazario's
2 (collectively, the "Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement
3 came before this Court on April 1, 2026, at 1:30 p.m., in Department 19 of the Superior Court
4 of California, County of Santa Clara, located at 191 North First Street, San Jose, California
5 95113. Plaintiffs now seek an order granting final approval of the Settlement Agreement
6 ("Settlement" or "Settlement Agreement") between Plaintiffs and Defendant James Nicholson
7 Enterprises DBA Dinsmore Landscape Company ("Defendant," and together with Plaintiffs, the
8 "Parties"), a copy of which is attached to the Declaration of Arrash T. Fattahi in Support of
9 Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit**
10 **4**. On April 10, 2026, this Court issued an Order Granting Plaintiffs' Motion for Preliminary
11 Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"). In accordance
12 with the Preliminary Approval Order, Class Members have been given notice of the terms of
13 the Settlement and the opportunity to comment on or object to it or to exclude themselves from
14 its provisions.

15 Having received and considered the Settlement Agreement, the supporting papers filed
16 by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary
17 Approval of Class Action and PAGA Settlement granted on April 10, 2026, and the instant
18 Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as
19 well as oral argument presented to the Court, the Court grants final approval of the Settlement
20 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

21 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
22 including all Settlement Class Members.

23 2. The Court finds that the Class, as defined below, is properly certified as a class for
24 settlement purposes only:

25 all current and former hourly, nonexempt employees who worked for
26 Defendant in California any time during the Class Period.

27 3. "Class Period" means the period from January 1, 2021, and April 3, 2025.

28 4. The Court appoints Plaintiffs Diane De La Cruz, Simon Perez Flores and Santos

1 Andrade Nazario as Class Representatives for settlement purposes only.

2 5. The Court appoints Arrash T. Fattahi, Arman A. Salehi, and Trenten N. Bilodeaux
3 of Wilshire Law Firm, PLC and Harout Messrelian of Messrelian Law Inc. as Class Counsel for
4 settlement purposes only.

5 6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class
6 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,
7 their right to receive a settlement share, their right to comment on or object to the Settlement or to
8 opt out of the Settlement and pursue their own remedies, and their right to appear in person or by
9 counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate
10 periods of time were provided by each of these procedures.

11 7. No Class Members objected to the Settlement.

12 8. No Class Members requested exclusion from the Settlement.

13 9. The Court finds and determines that this notice procedure afforded adequate
14 protections to Class Members and provides the basis for the Court to make an informed decision
15 regarding approval of the Settlement based on the responses of Class Members. The Court finds
16 and determines that the notice provided in this case was the best notice practicable, which satisfied
17 the requirements of law and due process.

18 10. The Court finds the Settlement was entered into in good faith, that the Settlement is
19 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
20 requirements for final approval of this class action settlement under California law, including the
21 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
22 3.769.

23 11. Class Members who have not opted out will be bound by the Settlement, except
24 Aggrieved Employees will release the PAGA claims released in the Settlement and will receive a
25 portion of the amount set aside for their share of the settlement of civil penalties, regardless of
26 whether they opt out of the Settlement.

27 12. The Court finds that Plaintiffs notified the Labor and Workforce Development
28 Agency (“LWDA”) of the Settlement in accordance with the notice requirements of California

1 Labor Code § 2699(s).

2 13. Within fourteen (14) days following the Effective Date of the Settlement, Defendant
3 shall remit payment of the Gross Settlement Amount of \$250,000.00 to the Settlement
4 Administrator.

5 14. Within seven (7) days after Defendant fully funds the GSA and the Effective Date
6 has passed, the Settlement Administrator will mail checks for all Individual Class Payments, all
7 Individual PAGA Payments, the LWDA Payment, the Settlement Administrator Costs, Attorneys'
8 Fees and Cost Award, and the Service Awards to Plaintiffs. Disbursement of the Attorneys' Fees
9 and Cost Award, and the Service Awards to Plaintiffs shall not precede disbursement of Individual
10 Class Payments and Individual PAGA Payments.

11 15. The "Effective Date" is defined as the date of the later of (a) if there are no
12 objections submitted, entry by the Court of a final approval order and judgment finally certifying
13 the Settlement Class and approving the Settlement, or (b) if there are objections to the Settlement,
14 sixty (60) calendar days after the Court enters a final approval order and judgment approving the
15 Settlement, or (c) if any appeal, writ, or other appellate proceeding opposing the Court's final
16 approval order approving the Settlement has been filed, five (5) business days after any appeal,
17 writ, or other appellate proceedings opposing the settlement have been finally and conclusively
18 dismissed with no right to pursue further remedies or relief.

19 16. In addition to any recovery Plaintiffs may receive under the Settlement, and in
20 recognition of Plaintiffs' efforts on behalf of the Settlement Class, the Court hereby approves
21 payment from the Gross Settlement Amount of a Service Awards to Plaintiffs Diane De La Cruz,
22 Simon Perez Flores and Santos Andrade Nazario in the amount of \$5,000.00 each (\$15,000.00
23 total).

24 17. The Court approves payment from the Gross Settlement Amount for civil penalties
25 under Private Attorneys General Act ("PAGA") Penalties in the amount of \$3,600.00 with 75%
26 (\$2,700.00) allocated to the California Labor & Workforce Development Agency ("LWDA")
27 PAGA Payment and 25% (\$900.00) allocated to the Individual PAGA Payments to be paid to to
28 be distributed to Aggrieved Employees, defined as all current and former hourly, non-exempt

employees who worked for Defendant in California any time from September 22, 2022 through April 3, 2025. The Court finds and determines that such payment is fair, reasonable, and appropriate.

18. The Court approves payment from the Gross Settlement Amount for attorneys' fees to Class Counsel in the amount of \$83,333.33, and the reimbursement of litigation costs in the amount \$10,712.31 to WLF and \$2,113.14 to Messrelan Law Inc, the total litigation costs of \$12,825.45. Both are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. The Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

19. The Court approves payment from the Gross Settlement Amount for settlement administration services in the amount of \$8,000.00 to the Settlement Administrator, Phoenix Settlement Administrators.

20. Individual Settlement Payments checks will be valid for 180 days after mailing by the Settlement Administrator. If a Class Member fails to cash the check for his or her Individual Settlement Payment within 180 days after it is mailed to him or her, the Settlement Administrator will distribute the funds Katharine & George Alexander Community Law Center ("Cy Pres Recipient"), a non-profit legal services organization that assists low-income workers.

21. Effective on the date when Defendant fully fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- (a) Settlement Class Released Class Claims: "The Settlement Class Members release the Releasees from the following rights or claims: all claims arising between January 1, 2021 and April 3, 2025, inclusive, under state, federal, or local law, arising out of the facts pleaded in the operative Second Amended Complaint filed in the De La Cruz Action (including, but not limited to: claims for violation of Labor Code sections 201-204,

226, 226.7, 510-512, 1174, 1174.1, 1182.11, 1182.12, 1194, 1197, 1197.1, 1198 and 2699 et seq. and Business and Professions Code § 17200 et seq. and claims based on alleged violations of these Labor Code provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that were or could have been pleaded based on the facts asserted in the Action, including: (1) failure to pay for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and permit and/or make available meal and rest periods; (5) failure to provide timely and accurate itemized wage statements; (6) waiting time penalties; and (7) unlawful business practices. The enumeration of these specific statutes and theories shall neither enlarge nor narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and theories alleged in any complaint on file in the Action.”

(b) Release of PAGA Claims: “For the State of California, and, to the extent permitted by law, the Aggrieved Employees, the PAGA release includes all claims asserted in the PAGA Notices and as alleged in the First Amended Complaint filed in the De La Cruz Action and as alleged in the Complaint for the Flores Action, for PAGA civil penalties pursuant to Labor Code sections 2699, et seq. in connection with alleged violations of Labor Code sections 201-203, 204, 226, 226.7, 510, 1182.12, 1174, 1194, 1197, 1198, and 2802 (the PAGA Released Claims”).”

22. “Released Parties” means Defendant James Nicholson Enterprises, Inc. and all of its parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its or their respective shareholders (including, without limitation, James Nicholson), officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Claims.

23. The Parties and Settlement Administrator are hereby ordered to comply with the terms of the Settlement.

24. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs except as otherwise provided in the Settlement and this Judgment and Order Granting Final Approval of Class Action and PAGA Settlement.

25. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

26. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, and this Order Granting Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

27. A Settlement Compliance Hearing is set for _____, at _____ a.m./p.m. or a date and time soon thereafter more convenient for the Court: _____, at _____ a.m./p.m. in Department 19 of the above-captioned Court.

28. A final report from the Settlement Administrator indicating that disbursements were made pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required at the Settlement Compliance Hearing.

IT IS SO ORDERED.

Dated: _____

HONORABLE THEODORE C. ZAYNER
JUDGE OF THE SUPERIOR COURT