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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JESUS MANUEL CAZAREZ GONZALEZ and
AUGUSTIN GARCIA MADRIGAL, individuals
on behalf of themselves, the State of California,
as a private attorneys general, and on behalf of
all others similarly situated,

Plaintiffs,

v.

PROCIDA LANDSCAPE, INC., a California
Corporation; and DOES 1 TO 50,

Defendants.

Case Number: 23CV008331

**~~[Proposed]~~ Order Granting Final Approval of
Class Action and PAGA Settlement and Final
Judgment**

Date: April 11, 2025

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill H. Talley

Action Filed: September 1, 2023

Trial Date: None Set

FILED
Superior Court of California
County of Sacramento
04/14/2025
T. Shaddix, Deputy

~~PROPOSED~~ **ORDER AND FINAL JUDGMENT**

This matter came for a hearing on April 11, 2025, regarding Plaintiff Jesus Manuel Cazarez Gonzalez and Plaintiff Agustin Garcia Madrigal's ("Plaintiffs") unopposed *Motion for Final Approval of Class Action and PAGA Settlement* ("Final Approval Motion") and *Motion for Attorneys' Fees and Costs* ("Fees Motion") (together, the "Motions"), which seek final approval of a class action settlement and deductions for attorneys' fees and costs based on the terms set forth in the parties' *Joint Stipulation of Class Action and PAGA Settlement and Release Between Plaintiffs and Defendant* (the "Stipulation of Settlement"). In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in the Settlement Agreement and the Final Approval Motion), and having considered the Settlement Agreement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement Agreement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** the Motions and orders and makes the following findings and determinations and enters final judgment as follows:

1. All terms used herein shall have the same meaning as defined in the Stipulation of Settlement. A copy of the Settlement Agreement is attached to the *Declaration of Jonathan Melmed in Support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement* as **Exhibit A** and is made a part of this order.

2. Consistent with the definitions provided in the Stipulation of Settlement, the terms "Settlement Class" and "Class Members" shall mean all persons employed by Defendant in California as a non-exempt employee from September 1, 2019, through August 9, 2024. The Settlement Class, however, shall not include any person who previously settled or released the claims covered by the Stipulation of Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by the Stipulation of Settlement. The "Class Period" shall be September 1, 2019, through August 9, 2024. All Class Members who worked any hours for Defendant in California during any pay period from September 1, 2022, through August 9, 2024, are aggrieved employees with respect to the California Private Attorneys General Act ("PAGA") ("PAGA

Members”). For purposes of the Settlement and this Final Order, “Released Parties” as referenced herein and as released in the Settlement shall collectively mean: (i) Defendant; (ii) each of Defendant’s respective, present and future parents, subsidiaries, partners, affiliates, brands, including, without limitation, any corporation, limited liability company or partnership; (iii) the past, present and future board members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

3. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members and PAGA Members.

4. Distribution of the Class and PAGA Notice directed to the Class Members and PAGA Members as set forth in the Stipulation of Settlement and the other matters set forth therein has been completed in conformity with the Preliminary Approval Order, including notice to all Class Members and PAGA Members who could be identified through reasonable effort, and is the best notice practicable under the circumstances. The Class and PAGA Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation of Settlement, to all persons entitled to such Class and PAGA Notice, and the Class and PAGA Notice fully satisfied the requirements of due process. All Class Members, PAGA Members, Released Class Claims and all Released PAGA Claims, are covered by and included within the Settlement and this Final Order.

5. The Court hereby finds the Stipulation of Settlement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that the settlement is fair, adequate and reasonable and that Plaintiffs have satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure Rule 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

1 6. The Court hereby approves the settlement set forth in the Stipulation of Settlement and
2 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
3 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
4 as a result of arms-length negotiations and private mediation. The Court further finds that the Parties
5 have conducted investigation and research, and counsel for the Parties are able to reasonably evaluate
6 their respective positions. The Court also finds that settlement at this time will avoid additional
7 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
8 of the Action. The Court has reviewed the benefits that are being granted as part of the settlement and
9 recognizes the significant value to the Class Members and PAGA Members. The Court also finds that
10 the Class is properly certified as a class for settlement purposes only.

11 7. As of the date of entry of this Final Order, each and every Released Claim (as defined
12 in the Stipulation of Settlement and set forth below) of each and every Class Member is and shall be
13 deemed to be conclusively released as against the Released Parties. As of the date of this Final Order,
14 the Class Representatives and each and every Class Member who have not submitted a valid Request
15 for Exclusion are hereby released and forever barred and enjoined from prosecuting the Released
16 Claims, except as to such rights or claims as may be created by the Settlement, against Defendant and
17 the Released Parties from any and all claims under state, federal and local law ultimately alleged in this
18 Action and that reasonably could have been alleged in this Action based on the factual allegations
19 contained in the operative Complaint in this Action and any amendments thereto, as to the Class
20 Members, including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 216,
21 218, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 1174, 1174.5, 1771, 1185, 1194, 1194.2, 1197,
22 1197.1, 1198, 1198.5, 1199, 2802, 2698, et seq., California Industrial Commission Wage Orders,
23 California Code of Regulations, Title 8, section 11040, et seq., California Business and Professions
24 Code sections 17200, et seq., California Civil Code sections 3287 and 3289, California Code of Civil
25 Procedure section 1021.5, and including all claims for or related to alleged unpaid wages, minimum
26 wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay,
27 timely payment of wages during employment, timely payment of wages at separation, wage statements,
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1 employment records and recordkeeping, off-the-clock work, prevailing wages, meal periods and meal
2 period premiums, rest breaks and rest break premiums, travel time and expenses, business expenses,
3 failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching
4 benefits for payments received under the Settlement, unfair competition, unfair business practices,
5 unlawful business practices, class actions, representative actions, aggrieved party claims, declaratory
6 relief, penalties of any nature (including but not limited to civil penalties, waiting-time penalties and
7 PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action
8 (collectively “Released Class Claims”) from September 1, 2019 through August 9, 2024 (“Class
9 Release Period”). Expressly excluded from the release are claims for retaliation, discrimination,
10 unemployment insurance, disability, workers’ compensation and claims outside the Released Class
11 Claims. The release of claims shall not include any claims that cannot be released as a matter of law.
12 In addition, as of the date of this Final Order, the Class Representatives and the Settlement Class, and
13 each member of the Class who has not submitted a valid Request for Exclusion, are forever barred and
14 enjoined from instituting or accepting damages or obtaining relief against the Released Parties for any
15 period from September 1, 2019 through August 9, 2024.

16 8. As of the date of entry of this Final Order, the claims to be released by the PAGA
17 Members include all claims arising during the PAGA Period seeking civil penalties under PAGA, that
18 Plaintiffs as proxy for the State of California and/or the LWDA, to the maximum extent permitted by
19 law, and as a private attorney general acting on behalf of Plaintiffs and the PAGA Members, asserted
20 or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter,
21 including but not limited to all claims arising under the California Labor Code including, but not limited
22 to, sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 1174,
23 1174.5, 1771, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2698, et seq. as alleged in
24 the First Amended Class and Representative Action Complaint, and the wage orders of the California
25 Industrial Welfare Commission based the facts alleged in the Action (collectively “Released PAGA
26 Claims”). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiffs
27 and all PAGA Members from September 1, 2022 through August 9, 2024 (“PAGA Release Period”),
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1 and for the entire PAGA Release Period, regardless of whether Plaintiffs and/or a PAGA Member
2 negotiates (cashes) their/his/her settlement checks sent pursuant to the Settlement. PAGA Members
3 cannot and do not have the right to opt out of the PAGA Group and/or release their PAGA claims
4 against the Released Parties. As such, an individual opting out of the Settlement Class has no impact
5 as to their/his/her standing and/or inclusion in the PAGA Group assuming they/he/she qualify(ies) as
6 a PAGA Member.

7 9. Neither the Settlement nor any of the terms set forth in the Stipulation of Settlement is
8 an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
9 the validity of any claims in this Action, or of any wrongdoing by Defendant or any of the other
10 Released Parties. Neither this Final Order, the Stipulation of Settlement, nor any document referred to
11 herein, nor any action taken to carry out the Stipulation of Settlement, may be construed as, or may be
12 used as, an admission by or against Defendant, or any of the other Released Parties, of any fault,
13 wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation of Settlement,
14 and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed
15 to be evidence of, an admission or concession with regard to the denials or defenses by Defendant, or
16 any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in
17 any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the
18 provisions of this Final Order, the Stipulation of Settlement, the Released Class Claims, the Released
19 PAGA Claims, and any related agreement or release. Notwithstanding these restrictions, any of the
20 Released Parties may file in this Action, or submit in any other proceeding, the Final Order, the
21 Stipulation of Settlement, and any other papers and records on file in this Action as evidence of the
22 Settlement to support a defense of res judicata, collateral estoppel, release or other theory of claim or
23 issue preclusion or similar defense as to the Released Class Claims and the Released PAGA Claims.

24 10. The Court hereby enters judgment in the entire Action as of the filing date of this Final
25 Order, pursuant to the terms set forth in the Stipulation of Settlement. Without affecting the finality of
26 this Final Order in any way, the Court hereby retains continuing jurisdiction over the interpretation,
27 implementation and enforcement of the settlement (including requiring the filing of a final report on
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distributions made to the class members) and all orders entered in connection therewith pursuant to California Code of Civil Procedure section 664.6.

11. The Court finds the settlement payments provided for under the Settlement to be fair and reasonable in light of all of the circumstances. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement.

12. The Court hereby confirms Jonathan Melmed, Kyle D. Smith, and Rachel Jo of Melmed Law Group P.C. as Class Counsel for the Settlement Class and for all PAGA Members.

13. The Court further finds that the common fund doctrine is applicable to this Action because there is a sufficiently identifiable class of beneficiaries (“the Class”), the benefits can be accurately traced to the Settlement that Plaintiffs and Class Counsel negotiated on behalf of the Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the common fund. See *Serrano v. Priest* (1977) 20 Cal.3d 25, 34–35. The Court finds the attorneys’ fees request of thirty-three and one-third percent (33⅓%) of the Maximum Settlement Amount to be appropriate compensation for Class Counsel. The attorneys’ fees request is within the range that has been approved by other courts in similar cases and reasonable in light of the circumstances of this Action, the substantial and beneficial results obtained on behalf of the Class, and the contingent nature of the recovery over the course of this Action, which included potential loss at summary judgment, certification and/or trial proceedings. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’ fees in the amount of \$275,000.00 and attorneys’ costs in the amount of \$6,328.02, from the Maximum Settlement Amount as final payment for and complete satisfaction of any and all attorneys’ fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to this Action. The Court further orders that the award of attorneys’ fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the Stipulation of Settlement and made payable to and deposited into the bank account of “Melmed Law Group P.C.” as Class Counsel in this Action.

1 14. The Court also hereby approves and orders payment of an Enhancement Award to
2 Plaintiffs and Class Representatives Jesus Manuel Cazarez Gonzalez and Agustin Garcia Madrigal in
3 the amount of \$7,500.00 per Class Representative from the Maximum Settlement Amount.

4 15. The Court also hereby approves and orders payment in the amount of \$18,750.00 from
5 the Maximum Settlement Amount for PAGA penalties, payable to the California Labor and Workforce
6 Development Agency.

7 16. The Court also hereby approves and orders payment from the Maximum Settlement
8 Amount for actual claims administration expenses incurred by the Settlement Administrator, Simpluris,
9 Inc., in the amount of \$8,020.00.

10 17. The Court also hereby approves and orders that any residue from uncashed settlement
11 award checks after the expiration date will be paid out to Koinonia Family Services, as the *cy pres*
12 recipient pursuant to California Code of Civil Procedure section 384(b); any residue received by
13 Koinonia Family Services shall be used solely for child advocacy programs within the State of
14 California pursuant to Code of Civil Procedure section 384(b).

15 18. The Court also hereby finds and orders that the Stipulation of Settlement is and
16 constitutes a fair, adequate, and reasonable compromise of the Released Claims against Defendant and
17 the Released Parties.

18 19. Provided the Settlement becomes effective under the terms of the Stipulation of
19 Settlement, the Court also hereby orders that the deadline for mailing the Court-approved Settlement
20 Awards, attorneys' fees and costs, and Enhancement Award is as set forth in the Implementation
21 Schedule within the Preliminary Approval Order.

22 20. The Court also hereby finds that there were no objections to the Settlement raised by
23 any person on the record at the hearing on the Final Approval Order.

24 21. The Court hereby sets a hearing date of 1/9/26 at 10:30 a.m. ~~any~~
25 ~~date on or after Friday, January 9, 2026~~ for a hearing on the final accounting and distribution of the
26 settlement funds. Plaintiffs shall file with the Court a report regarding the status of distribution no later
27 than five court days before that date.
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FINAL JUDGMENT IS HEREBY ENTERED.



Judge of the Superior Court, County of Sacramento
Jill Talley