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FILED

MAR 16 2026

SHASTA COUNTY SUPERIOR COURT
BY: M. GREINER, DEPUTY CLERK

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

JACOB MCCULLOUGH, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

WRIGHT TREE SERVICE, INC., an Iowa
corporation; WRIGHT TREE SERVICE OF
THE WEST, INC., an Iowa corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 23CV-0203309

Honorable Tamara L. Wood
Department 64

CLASS ACTION

~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT

Date: March 16, 2026
Time: 9:00 a.m.
Dept: 64

Action Filed: September 26, 2023
Trial Date: None Set

1 Class Notice provided due and adequate notice of the proceedings and matters set forth therein,
2 informed Class Members of their rights, and fully satisfied the requirements of California Code
3 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

4 5. The Court finds that no Class Member objected to the Settlement, that no Class
5 Member opted out of the Settlement, and that the 100% participation rate in the Settlement
6 supports final approval.

7 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
8 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
9 terms.

10 7. For purposes of settlement only, the Court finds that: (a) the members of the
11 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
12 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
13 community of interest among members of the Settlement Class with respect to the subject matter
14 of the litigation; (c) the claims of the Class Representatives are typical of the claims of the Class
15 Members; (d) the Class Representatives have fairly and adequately protected the interests of the
16 Class Members; (e) a class action is superior to other available methods for an efficient
17 adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the
18 Class Representatives and the Settlement Class.

19 8. The Court finds that given the absence of objections to the Settlement, this Order
20 shall be considered final as of the date of entry.

21 9. The Court finds that the Individual Settlement Shares, as provided for in the
22 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
23 distribute the Individual Settlement Shares in conformity with the terms of the Settlement.

24 10. The Court orders Defendants Wright Tree Service, Inc. and Wright Tree Service
25 of the West, Inc. ("Defendants") to deposit the Maximum Settlement Amount of \$3,275,500.00
26 with the Settlement Administrator, ILYM Group, Inc., within ten (10) business days of the
27 Effective Date, in accordance with the terms of the Settlement Agreement.

28 11. The Court finds that Enhancement Payments in the amount of \$12,500.00 to each

1 Plaintiff (totaling \$25,000.00) are appropriate for Plaintiffs' risks undertaken and their service to
2 the Settlement Class. The Court finds that these payments are fair, reasonable, and adequate, and
3 orders that the Settlement Administrator make these payments in conformity with the terms of
4 the Settlement.

5 12. The Court finds that attorneys' fees in the amount of \$1,091,833.33 and litigation
6 costs of \$19,205.63 for Class Counsel are fair, reasonable, and adequate in light of the common
7 fund created by the Settlement, and orders that the Settlement Administrator distribute these
8 payments to Class Counsel in conformity with the terms of the Settlement. The allocation of
9 attorneys' fees awarded shall be as follows: 50% to Lawyers *for* Justice, PC; and 50% to Haines
10 Law Group, APC. The allocation of litigation costs awarded shall be as follows: \$7,456.81 to
11 Lawyers *for* Justice, PC; and \$11,748.82 to Haines Law Group, APC.

12 13. The Court orders that the Settlement Administrator shall be paid \$9,950.00 from
13 the Maximum Settlement Amount in conformity with the terms of the Settlement, for all of its
14 work done and to be done until the completion of this matter and finds that sum appropriate.

15 14. The Court finds that the payment to the California Labor & Workforce
16 Development Agency ("LWDA") in the amount of \$77,231.25 for its share of the settlement of
17 Plaintiffs' representative claim under the PAGA is fair, reasonable, and adequate, and orders the
18 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
19 of the Settlement.

20 15. This Court orders that any Individual Settlement Payment checks and Individual
21 PAGA Payment checks shall be negotiable for 180 calendar days from the date of issuance of the
22 check, and that any settlement checks that remain uncashed after 180 days after they are mailed
23 shall be placed in a *cy pres* fund and shall be paid to Court Appointed Special Advocates of Shasta
24 County ("CASA").

25 16. Upon the Effective Date and Defendants' complete funding of the Maximum
26 Settlement Amount, Plaintiffs and all participating Class Members will be deemed to have fully,
27 finally and forever released, settled, compromised, relinquished, and discharged Defendants and
28 all of their present and former parent companies, subsidiaries, divisions, members, joint ventures,

1 related or affiliated companies, and their shareholders, officers, directors, employees, agents,
2 attorneys (including Defendants' counsel of record in the Actions), insurers, successors and
3 assigns, and any other individual or entity that could be liable for any of the claims released
4 through the Settlement (the "Released Parties") of any and all claims under state, federal, or local
5 law, whether statutory or common law, including, *inter alia*, claims under the California Labor
6 Code, applicable Wage Orders, regulations, and/or other provisions of law, alleged in the
7 Operative Complaint or that reasonably could have been alleged based on the factual allegations
8 contained in the Operative Complaint, arising during the Class Period, including not but limited
9 to claims for failure to pay overtime wages, failure to provide meal periods and associated
10 premiums, failure to provide rest periods and associated premiums, failure to pay minimum
11 wages, failure to pay all wages timely upon termination, failure to timely pay wages during
12 employment, failure to provide compliant itemized wage statements, failure to keep requisite
13 payroll records, failure to reimburse necessary business expenses, failure to pay sick time pay,
14 and failure to pay reporting time pay, in violation of California Labor Code §§ 201, 202, 203,
15 204, 226, 226.7, 246, 510, 512, 516, 551, 552, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1,
16 1198, 1199, 2800, 2802, 2804, and Industrial Welfare Commission Wage Orders Nos. 4-2001, 5-
17 2001, and 16-2001, and unfair business practices in violation of California Business and
18 Professions Code section 17200, et seq. based on the claims alleged; and any claims for injunctive
19 relief, liquidated damages, penalties, interest, fees, and costs related to the aforementioned claims
20 alleged, that accrued during the Class Period.

21 17. Upon the Effective Date and the complete funding of the Maximum Settlement
22 Amount, Plaintiffs and the State of California (including the LWDA) with respect to the PAGA
23 Members will be deemed to have fully, finally, and forever released, settled, compromised,
24 relinquished, and discharged the Released Parties of any and all claims for civil penalties under
25 PAGA, arising out of the facts alleged in the Operative Complaint and PAGA Notices or that
26 reasonably could have been alleged based on the factual allegations contained in the Operative
27 Complaint and PAGA Notices, arising during the PAGA Period, including but not limited to
28 claims for failure to pay overtime wages, failure to provide meal periods and associated

1 premiums, failure to provide rest periods and associated premiums, failure to pay minimum
2 wages, failure to pay all wages timely upon termination, failure to timely pay wages during
3 employment, failure to provide compliant itemized wage statements, failure to keep requisite
4 payroll records, failure to reimburse necessary business expenses, failure to pay sick time pay,
5 and failure to pay reporting time pay, in violation of California Labor Code §§ 201, 202, 203,
6 204, 226, 226.7, 246, 510, 512, 516, 551, 552, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1,
7 1198, 1199, 2800, 2802, 2804, and Industrial Welfare Commission Wage Orders Nos. 4-2001, 5-
8 2001, and 16-2001, that accrued during the PAGA Period.

9 18. This document shall constitute a final judgment pursuant to California Rule of
10 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
11 approval hearing, the court must make and enter judgment. The judgment must include a
12 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
13 judgment. The court may not enter an order dismissing the action at the same time as, or after,
14 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final
15 Approval Order, and this Judgment.

16 19. Plaintiffs shall file a Final Disbursement Declaration on or before March 16, 2027.

17 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

18
19 Dated: March 16, 2026

B. L. Boeckman
Honorable ~~Tamara L. Wood~~
Judge of the Superior Court