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

ISAAH BECERRIL, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

WATERSAVERS IRRIGATION, INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 23CV410334

Assigned for All Purposes to:
Honorable Theodore C. Zayner
Department 19

CLASS ACTION

**~~[PROPOSED]~~ AMENDED ORDER OF
FINAL APPROVAL AND JUDGMENT**

Hearing Date: April 9, 2025
Hearing Time: 1:30 p.m.
Hearing Place: Department 19

Complaint Filed: January 25, 2023
FAC Filed: June 29, 2023
SAC Filed: January 9, 2024
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Isaiah Becerril and Brian
2 Cruz’s (“Plaintiffs”) Motion for Final Approval of Class Action Settlement, and considering the
3 papers submitted in support of the motion, including the Class Action and PAGA Settlement
4 Agreement and Released of Claims (“Settlement Agreement,” “Settlement,” or “Agreement”),

5 **FINDS AND ORDERS:**

6 On March 11, 2024, Plaintiffs and Defendant Watersavers Irrigation, Inc. (“Defendant”)
7 entered the Settlement Agreement to settle this lawsuit.

8 On August 8, 2024, the Court entered an order preliminarily approving the settlement of
9 this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure section
10 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing the
11 Class Members with an opportunity to object to the Settlement or exclude themselves from the
12 Class, and scheduling a Final Approval Hearing.

13 On April 9, 2025, the Court held a Final Approval Hearing to determine whether to give
14 final approval to the Settlement of this lawsuit.

15 1. Incorporation of Other Documents. This Amended Order of Final
16 Approval and Judgment (“Order and Judgment”) incorporates the Settlement Agreement. Unless
17 otherwise provided herein, all capitalized terms in this Order and Judgment shall have the same
18 meaning as set forth in the Settlement Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated and the Class
20 has been given the opportunity to request exclusion, the Court has personal jurisdiction with
21 respect to the claims of all Class Members. The Court has subject matter jurisdiction, including
22 jurisdiction to approve the Settlement, and grants final certification of the Class.

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1 3. Final Class Certification. The Court finds that the Class satisfies all
2 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
3 process. The Court certifies the Class consisting of all current and former hourly-paid or non-
4 exempt employees of Defendant within the State of California at any time during the period of
5 time from January 25, 2019, to January 11, 2024 (“Class,” “Class Members,” and “Class
6 Period”). There are two hundred six (206) Class Members who did not submit valid and timely
7 Requests for Exclusion from the Settlement (“Participating Class Members”).

8 4. Adequacy of Representation. Class Counsel fully and adequately
9 represented the Class for the purposes of entering and implementing the Settlement and satisfied
10 the requirements of Code of Civil Procedure section 382.

11 5. Class Notice. The Court finds that the Notice of Proposed Settlement of
12 Class Action and Hearing Date (“Class Notice”) and its distribution to the Class Members were
13 implemented pursuant to the Settlement and Preliminary Approval Order. The Court finds that
14 the Class Notice:

- 15 a. Constitutes notice reasonably calculated to apprise the Class Members of:
16 (i) pendency of this lawsuit; (ii) material terms and provisions of the
17 Settlement Agreement and their rights; (iii) their right to object to any
18 aspect of the Settlement Agreement; (iv) their right to exclude themselves
19 from the Settlement Agreement; (v) their right to receive settlement
20 payments; (vi) their right to appear at the Final Approval Hearing; and
21 (vii) binding effect of the orders and judgment in this lawsuit on all the
22 Participating Class Members;
- 23 b. Constitutes notice that fully satisfied the requirements of Code of Civil
24 Procedure section 382, Rule of Court 3.769, and due process;
- 25 c. Constitutes the best practicable notice to the Class Members under the
26 circumstances of this lawsuit; and
- 27 d. Constitutes notice reasonable, adequate, and sufficient to the Class
28 Members.

1 6. Enforcement of Settlement. Nothing in this Order and Judgment shall
2 preclude any action to enforce the terms and provisions of the Settlement Agreement.

3 7. Final Settlement Approval. The terms and provisions of the Settlement
4 Agreement have been entered into in good faith and are the product of arm's-length negotiations
5 by experienced counsel who have carried out a meaningful investigation of the claims. The
6 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
7 reasonable, adequate, and in the best interests of the Parties. The Parties are directed to
8 implement the Settlement Agreement according to its terms and provisions.

9 8. Binding Effect. The terms and provisions of the Settlement Agreement
10 and this Order and Judgment are binding on Plaintiffs, Participating Class Members, Aggrieved
11 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
12 successors, and assigns. In addition, those terms shall have res judicata and other preclusive
13 effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf
14 of any such persons to the extent those claims, lawsuits, or other proceedings involve matters
15 that were or could have been raised in this lawsuit and are encompassed by the Released Claims
16 and Private Attorneys General Act of 2004 ("PAGA") Released Claims.

17 9. Release by Participating Class Members. Upon final approval,
18 Participating Class Members will waive and release the Released Parties from the Released
19 Claims (as defined in section I(CC) of the Agreement).

- 20 a. Release by Aggrieved Employee. Upon final approval and in exchange for
21 payment of the PAGA Payment, Plaintiff Cruz, State of California, and all
22 Aggrieved Employees will waive and release the Released Parties from
23 the PAGA Released Claims (as defined in section I(Z) of the Agreement).

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1 b. Release by Plaintiffs. Plaintiffs and their former and present spouses,
2 representatives, agents, attorneys, heirs, administrators, successors, and
3 assigns generally release and discharge the Released Parties from any and
4 all claims, demands, causes of action, charges and grievances, of whatever
5 kind or nature, whether known or unknown, suspected or unsuspected,
6 which Plaintiffs now own or hold or have at any time before this date
7 owned or held against any of the Released Parties. Plaintiffs expressly
8 waive and relinquish the provisions, rights, and benefits, if any, of section
9 1542 of the Civil Code.

10 c. Released Parties. The Released Parties include Defendant, any potential
11 “joint employer,” and any and all of Defendant’s affiliated companies and
12 its parent companies, subsidiaries, affiliates, shareholders, members,
13 agents (including, without limitation, any investment bankers,
14 accountants, insurers, reinsurers, attorneys and any past, present or future
15 officers, directors, employees, or other person acting on Defendant’s
16 behalf, specifically including Avi Weizman, Ruth Weizman, and Daniel
17 Weizman) predecessors, successors, and assigns.

18 10. Class Counsel Fees Payment and Class Counsel Litigation Expenses

19 Payment. The Court finds that the Class Counsel Fees Payment of \$150,100, to be paid by
20 Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and
21 appropriate. Additionally, the Court finds that the Class Counsel Litigation Expenses Payment as
22 reimbursement for actual litigation costs incurred of \$15,780.21, to be paid by Defendant to
23 Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Such fees
24 and costs are to be paid pursuant to the terms and provisions set forth in the Settlement
25 Agreement. Defendant shall not be required to pay for any other attorneys’ fees and expenses,
26 costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or
27 Class Members. Defendant shall also not be required to pay for any other attorneys’ fees and
28 expenses, costs, or disbursements incurred by Plaintiffs or Class Members in connection with or

related in any manner to this lawsuit, Settlement Agreement, settlement administration, and/or Released Claims and PAGA Released Claims.

- a. The Court has an independent right and responsibility to review the Class Counsel Fees Payment and only award so much as it determines reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of \$150,100 is thirty-eight percent (38%) of the common fund created for the benefit of the Class and is supported by use of the percentage-fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, difficult nature of this litigation, skills required, percentage fees award in previous and other cases, and contingent fees charged in the marketplace, the Court finds that the Class Counsel Fees Payment is consistent with the marketplace, is reasonable, and is approved.
- b. The Court reviewed the Declaration of Douglas Han regarding the costs expended in prosecuting this case. Under the terms of the Settlement, Class Counsel may seek reimbursement of up to \$20,000 in litigation costs. The Court finds that Class Counsel expended \$15,780.21 in litigation costs and that such costs were reasonable. Thus, the Court approves the payment of the Class Counsel Litigation Expenses Payment of \$15,780.21 from the common fund for the reimbursement of Class Counsel's litigation costs.

11. Class Representative Service Payments. The Court finds that the Class Representative Service Payments of \$5,000, to be paid by Defendant to each Plaintiff out of the Gross Settlement Amount (totaling \$10,000), to be reasonable and appropriate. The Class Representative Service Payments are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

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1 a. The rationale for making enhancement payments is class representatives
2 should be compensated for the expense and risk they incurred in
3 conferring a benefit on the Class. Criteria courts consider include: (i) risk
4 to the class representatives in commencing suit; (ii) notoriety and personal
5 difficulties; (iii) amount of time and effort spent by the class
6 representatives; (iv) duration of the litigation; and (v) personal benefit (or
7 lack thereof) enjoyed by class representatives.

8 b. The Court reviewed Plaintiffs' declarations outlining their involvement.
9 Given the risks inherent in the services as the class representative, duration
10 of the case and time involved, and benefits created for the Class, the Court
11 approves the payment of the Class Representative Service Payments of
12 \$5,000 to each Plaintiff.

13 12. Settlement Administration Expenses. The Court finds that the Settlement
14 Administration Expenses of \$6,495, to be paid by Defendant to the Administrator out of the
15 Gross Settlement Amount, to be reasonable and appropriate. The Settlement Administration
16 Expenses are to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

17 a. The Court reviewed the Declaration of Nicole Bench from ILYM Group,
18 Inc., the Court-approved Administrator. The Court finds that notice was
19 provided to the Class pursuant to the Preliminary Approval Order,
20 constitutes the best practicable notice to the Class, and satisfied due
21 process. Thus, the Court approves the payment of the Settlement
22 Administration Expenses of \$6,495 for the Administrator's services in
23 administering the Settlement.

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1 13. PAGA Payment. The Court finds that the PAGA Payment of \$30,000,
2 seventy-five percent (75%) of which (\$22,500) will be paid to the California Labor and
3 Workforce Development Agency out of the Gross Settlement Amount and twenty-five percent
4 (25%) of which (\$7,500) shall be distributed to the Aggrieved Employees, on a pro rata basis, to
5 be reasonable and appropriate. The PAGA Payment is to be paid pursuant to the terms and
6 provisions set forth in the Settlement Agreement.

7 14. Funding the Gross Settlement Amount. Defendant shall fund the Gross
8 Settlement Amount (and employer's share of payroll taxes) by depositing the money with the
9 Administrator within twenty-one (21) calendar days of the Effective Date. Within twenty-one
10 (21) calendar days after the funding of the Settlement, the Administrator will mail settlement
11 checks to the appropriate entities and persons.

12 15. Fairness of the Settlement. As noted in the Preliminary Approval Order,
13 the Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiffs contend
14 the Settlement was the product of arm's-length negotiations following extensive litigation,
15 discovery, and exchange of documentation. The negotiations were facilitated with the aid of
16 David Phillips, an experienced and well-respected mediator.

17 a. The fairness of the Settlement is demonstrated by there being no
18 objections to and no requests for exclusion from the Settlement.

19 b. The fairness of the Settlement is further illustrated by the gross *average*
20 Settlement Share being approximately \$922.94, and the gross *highest*
21 Settlement Share being about \$4,186.72.

22 16. Uncashed Checks. The Participating Class Members must cash or deposit
23 their settlement checks within one hundred eighty (180) calendar days after the checks are
24 mailed to them. Uncashed settlement checks will be canceled and paid to *cy pres* recipient Legal
25 Aid At Work.

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1 17. Modification of Agreement. The Participating Class Members are
2 authorized to agree to and adopt amendments to or modifications of the Agreement by an express
3 written instrument signed by all Parties or their representatives and approved by the Court. Such
4 amendments or modifications shall be consistent with this Order and Judgment and cannot limit
5 the rights of the Participating Class Members under the Agreement.

6 18. Final Accounting and Compliance. The Court sets a compliance hearing
7 for December 3, 2025 at 2:30 p.m. in Department 19. At least five (5) court days before this
8 hearing, Plaintiffs shall file a compliance status report. Pursuant to Code of Civil Procedure
9 section 384, the compliance status report shall specify the total amount paid to Class Members
10 and the residual of the unclaimed settlement funds that will be paid to the entity identified as the
11 recipient of such funds in the Settlement Agreement, along with a proposed amended judgment
12 to facilitate this payment.

13 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
14 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
15 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
16 and for any other necessary purpose, including, without limitation:

- 17 a. Enforcing the terms and provisions of the Settlement Agreement and
18 resolving any disputes, claims, or causes of action in this lawsuit that, in
19 whole or in part, are related to or arise out of the Settlement Agreement or
20 this Order and Judgment;
- 21 b. Entering such additional orders as may be necessary or appropriate to
22 protect or effectuate this Order and Judgment approving the Settlement
23 Agreement, and permanently enjoining Plaintiffs from initiating or
24 pursuing related proceedings, or to ensure the fair and orderly
25 administration of the Settlement Agreement; and
- 26 c. Entering any other necessary or appropriate orders to protect and
27 effectuate this Court's retention of continuing jurisdiction.

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1 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
2 Class Counsel Litigation Expenses Payment, and Class Representative Service Payments is
3 GRANTED. The Administrator is directed to carry out the terms of the Settlement forthwith.

4 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
5 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
6 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
7 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
8 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
9 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

10 IT IS SO ORDERED.

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12 DATED: April 25, 2025



HONORABLE THEODORE C. ZAYNER
SUPERIOR COURT JUDGE

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is ccastro@justicelawcorp.com

On April 30, 2025, I served the foregoing document described as

AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Becerril, et al. v. Watersavers Irrigation, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-987682-23**
Court Case No.: 23CV410334
Santa Clara County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on April 30, 2025, at Pasadena, California.



Christina Castro