

FILED
San Diego Superior Court

JUN 26 2026

Clerk of the Superior Court
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

EFRAIN FLORES FLORES, individually, on
behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons,

Plaintiff,

v.

PACIFIC GREEN LANDSCAPE, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 37-2023-00054631-CU-OE-CTL

*[Assigned for All Purposes to the Hon.
Blaine K. Bowman, Dept. 74]*

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

Final Approval Hearing:

Date: June 26, 2026

Time: 8:30 a.m.

Dept.: 74

Action Filed: December 18, 2023

1 Plaintiff Efrain Flores Flores's ("Plaintiff") Motion for Final Approval of Class Action
2 and PAGA Settlement came before this Court on June 26, 2026, at 8:30 a.m., in Department 74
3 of the Superior Court of California, County of San Diego, Hall of Justice, located 330 West
4 Broadway, San Diego, California 92101. The Court has reviewed and considered the Settlement
5 Agreement ("Settlement" or "Settlement Agreement") between Plaintiff and Defendant Pacific
6 Green Landscape, Inc. ("Defendant") (Plaintiff and Defendant collectively, the "Parties"), a
7 copy of which is attached to the Declaration of Arrash T. Fattahi in Support of Plaintiff's Motion
8 for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 3**. On February 20,
9 2026, this Court issued an Order Granting Plaintiff's Motion for Preliminary Approval of Class
10 Action and PAGA Settlement ("Preliminary Approval Order"). In accordance with the
11 Preliminary Approval Order, Class Members have been given notice of the terms of the
12 Settlement and the opportunity to comment on or object to it or to exclude themselves from its
13 provisions.

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

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

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

24 all persons employed by Defendant in California and classified as an hourly-paid
25 non-exempt employee who worked for Defendant during the Class Period.

26 3. The "Class Period" means the period from June 23, 2019, to July 30, 2025.

27 4. The Court appoints Plaintiff Efrain Flores Flores as Class Representative for
28 settlement purposes only.

1 5. The Court appoints John G. Yslas, Arrash T. Fattahi, Arman A. Salehi, and
2 Courtney M. Miller of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

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

9 7. No Class Members objected to the Settlement.

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

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

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

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

25 12. The Court finds that Plaintiff notified the Labor and Workforce Development
26 Agency ("LWDA") of the Settlement in accordance with the notice requirements of California
27 Labor Code § 2699(s).

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1 13. The "Effective Date" means the date by which the Settlement and judgment becomes
2 final. For purposes of this Settlement Agreement, the Settlement and judgment "becomes final"
3 only after the Court grants the Motion for Final Approval of the Settlement and upon service of
4 the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other
5 challenge is filed, the sixty-first (61st) day following Notice of Entry of the Court's Order and/or
6 Judgment; (ii) the date of affirmance of an appeal of the Order Granting Final Approval and/or
7 Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of
8 any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any
9 proceeding on review of any court of appeal decision relating to the Order Granting Final Approval
10 and/or Judgment.

11 14. Within 21 days of the Effective Date, Defendant shall fully fund the Gross
12 Settlement Amount of \$1,100,000.00 and fund the amounts necessary to fully pay Defendant's
13 share of payroll taxes, by transmitting the funds to the Administrator.

14 15. Within 14 days after Defendant fully funds the Gross Settlement Amount, the
15 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
16 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
17 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
18 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
19 Payment and the Class Representative Service Payment shall not precede disbursement of
20 Individual Class Payments and Individual PAGA Payments.

21 16. In addition to any recovery Plaintiff may receive under the Settlement, and in
22 recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves
23 payment from the Gross Settlement Amount of an incentive award to Plaintiff Efrain Flores Flores
24 in the amount of \$10,000.00.

25 17. The Court approves payment from the Gross Settlement Amount for civil penalties
26 under PAGA in the amount of \$60,000.00 with the LWDA to receive 75% (\$45,000.00), and the
27 remaining 25% (\$15,000.00) to be distributed to Aggrieved Employees, defined as all persons
28 employed by Defendant in California and classified as an hourly-paid non-exempt employee who

1 worked for Defendant during the PAGA Period, which is defined as the period from January 16,
2 2023, to July 30, 2025. The Court finds and determines that such payment is fair, reasonable, and
3 appropriate.

4 18. The Court approves payment from the Gross Settlement Amount for attorneys' fees
5 to Class Counsel in the amount of \$366,666.67, and the reimbursement of litigation costs in the
6 amount of \$40,000.00. Both are reasonable amounts. The reasonableness of the fee award is
7 determined based on a reasonable percentage of the common fund obtained for the Class. The
8 Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages
9 efficient litigation practices and reflects the actual benefit obtained for the Class.

10 19. The Court approves payment from the Gross Settlement Amount in the amount of
11 \$11,950.00 to the Settlement Administrator, Phoenix Settlement Administrators, for its
12 performance of settlement administration services.

13 20. Individual Settlement Payments checks will be valid for 180 days after mailing by
14 the Settlement Administrator. The Administrator will cancel all checks not cashed by the void date.
15 For any Class Member whose Individual Settlement Payment check is uncashed and cancelled after
16 the void date, the Administrator shall transmit the funds represented by such checks to the
17 California Controller's Unclaimed Property Fund in the name of the Class Member.

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

22 (a) Released Class Claims: "As of the date Defendant funds the Gross
23 Settlement Amount, all Class Members who do not properly opt-out of the Settlement will fully
24 and finally release the Released Parties from any and all Class Released Claims (defined below)
25 that arose during the Class Period. The Class Released Claims include all claims asserted in the
26 Lawsuit, as amended, and/or arising from or related to the facts and claims alleged in the Lawsuit,
27 as amended. The Class Released Claims include all claims for unpaid wages, including, but not
28 limited to, failure to pay minimum wages, straight time compensation, overtime compensation,

double-time compensation, and interest; the calculation of the regular rate of pay; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to reimburse business expenses; failure to pay wages timely during employment; failure to pay all wages due upon separation; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. The Class Released Claims include all claims arising out of the Lawsuit under the California Labor Code (including 201; 202; 203; 204; 218.5; 218.6; 226(a); 226(e); 226(h); 226.7; 2802(b); 2802(c); 510; 512; 1174(d); 1194(a); 1194.2; 1197; 1198.); the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code section 17200, et seq. This release excludes the release of claims not permitted by law."

(b) Released PAGA Claims: "All Non-Participating Class Members who are Aggrieved Employees, including those who timely and effectively exclude themselves from the Settlement Class, shall nevertheless be bound by the Released PAGA Claims (defined herein below) and shall receive a pro rata portion of 25% of the PAGA penalties. All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, and the LWDA, shall release the Released Parties from all known and unknown claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Lawsuit, based on the allegations asserted in the Lawsuit, as amended, and/or in the PAGA Notice, including but not limited to, claims relating to failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to

1 reimburse business expenses; failure to pay wages timely during employment; failure to pay all
2 wages due upon separation; unfair business practices; penalties, including, but not limited to,
3 recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time
4 penalties; and attorneys' fees and costs; and alleged violations of Labor Code sections including
5 201; 202; 203; 204; 218.5; 218.6; 226(a); 226(e); 226(h); 226.7; 2802(b); 2802(c); 510; 512;
6 1174(d); 1194(a); 1194.2; 1197; 1198, 2698 et seq., 2699 et seq., 2800, and 2802 ("Released
7 PAGA Claims"). Aggrieved Employees' Released PAGA Claims are limited to the PAGA
8 Period."

9 22. The Parties and Administrator are hereby ordered to comply with the terms of the
10 Settlement.

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

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

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

25 26. A Settlement Compliance Hearing is set for April 30, 2027, at 8:30 a.m./~~p.m.~~ or
26 ~~a date and time soon thereafter more convenient for the Court: _____, at~~
27 ~~_____ a.m./p.m.~~ in Department 74 of the above-captioned Court.

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

5 **IT IS SO ORDERED.**

6
7 Dated: _____

6-26-26



HONORABLE BLAINE K. BOWMAN
JUDGE OF THE SUPERIOR COURT