

FILED
Superior Court of California
County of Los Angeles
12/23/2025

David W. Slayton, Executive Officer / Clerk of Court

By: J. Cruz Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ADOLFO LOZOYA RAMIREZ, as an
“aggrieved employee” on behalf of himself and
other similarly situated “aggrieved employees”
under the Labor Code Private Attorneys
General Act of 2004,

Plaintiff,

vs.

BEMUS LANDSCAPE, INC., a California
corporation; and DOES 1 to 25, inclusive,

Defendants.

Case No.: 24STCV08944 (PAGA
Representative Action)

**~~PROPOSED~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT**

Judge: The Honorable Doreen B. Boxer
Dept.: 19

Complaint filed: April 9, 2024

Reservation Number: 485399138207

~~PROPOSED~~ ORDER AND JUDGMENT

Plaintiff Adolfo Lozoya Ramirez (“Plaintiff” or “Representative Plaintiff”), individually on behalf of himself, and on behalf of the State of California and the aggrieved employees, has moved for an order requesting the Court grant approval of the “Stipulation and Agreement For PAGA Representative Action Settlement” (the “Settlement” or “Settlement Agreement”) seeking to resolve the above-captioned Private Attorneys General Act (“PAGA”) action in its entirety.

Having received and considered the Settlement Agreement, the supporting papers filed by Plaintiff and his counsel in connection therewith, and good cause appearing therefor, the Court hereby grants approval of the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

1. Except as otherwise defined in this Order and Judgment (“Order”), all capitalized terms have the same meaning as defined in the Settlement Agreement, which is attached as **Exhibit 1** to this Order.

2. The California Labor Workforce and Development Agency (“LWDA”) has been provided due and adequate notice of the Settlement in accordance with applicable law and PAGA, including California Labor Code § 2699(1)(2), (1)(4). In particular, in connection with Representative Plaintiff filing his motion seeking approval of the Settlement with the Court, Representative Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement. Representative Plaintiff’s notice of the Settlement to the LWDA has complied with the notice requirements of PAGA.

3. The Court has jurisdiction over the subject matter of this litigation, over Representative Plaintiff and all Aggrieved Employees, and over those persons undertaking or subject to affirmative obligations under the Settlement.

4. The Settlement is approved under the PAGA statutes, including Labor Code §2699(s)(2). The Court has considered all relevant factors for determining the fairness and adequacy of the Settlement and has concluded that such factors weigh in favor of granting approval to the settlement. In particular, the Court finds that the Settlement was reached following meaningful investigation and discovery conducted by PAGA Counsel; that the Settlement is the result of serious,

1 informed, adversarial, and arm's-length negotiations between the parties; and that the terms of the
2 Settlement are in all respects fair, adequate, and reasonable.

3 5. The PAGA Settlement Notice to Aggrieved Employees, attached as **Exhibit 2** to this
4 Order, fairly and adequately describes the Action, the approved Settlement, and is the best notice
5 practicable under the circumstances.

6 6. The Court finds and declares that, in accordance with the Settlement Agreement,
7 Representative Plaintiff, on behalf of himself individually and as the representative for the State of
8 California and all Aggrieved Employees, releases, relinquishes, settles, and discharges all Released
9 PAGA Claims against the Released Parties, including for all civil penalties under PAGA.

10 7. The Court finds and declares that each Aggrieved Employee, in accordance with the
11 Settlement Agreement, releases all Released PAGA Claims against the Released Parties. Aggrieved
12 Employees and the State of California have no right to opt out of this Settlement, either in whole or
13 in part.

14 8. The Court finds and declares that, in accordance with the Settlement Agreement,
15 PAGA Counsel releases on behalf PAGA Counsel, and their present and former attorneys,
16 employees, principals, agents, successors and assigns, Defendant and each of the Released Parties
17 from all claims for attorney fees and costs incurred relating to the Action and the PAGA Period as
18 provided under any complaint in the Action and all PAGA notices in the Action.

19 9. The Gross Settlement Amount and the structure and methodology used for
20 calculation and distribution of the Gross Settlement Amount, including the LWDA Payment, the
21 PAGA Aggrieved Employee Payment, and the Individual PAGA Payments set forth in the
22 Settlement Agreement, are fair, reasonable, and adequate and are approved.

23 10. The Court approves the Service Award to Representative Plaintiff in the amount of
24 \$1,000.00. The Court authorizes the Settlement Administrator to make this payment, in accordance
25 with the terms of the Settlement Agreement.

26 11. The Court approves ILYM Group, Inc. to act as the Settlement Administrator. The
27 Court awards the Settlement Administrator in this Action fees and costs in accordance with the terms
28 of the Settlement Agreement in the amount of \$6,950.

1 12. The Court approves MM Law, APC, including its attorney Maralle Messrelian as
2 PAGA Counsel.

3 13. The Court awards PAGA Counsel attorneys' fees in the amount of \$38,333.33 and
4 costs in the amount of \$9,500.00 which the Court finds to be fair and reasonable. The Court
5 authorizes the Settlement Administrator to make these payments, in accordance with the terms of
6 the Settlement Agreement.

7 14. The Court authorizes the Settlement Administrator to calculate the Net Settlement
8 Amount, inclusive of the LWDA Payment and the PAGA Aggrieved Employee Payment (which is
9 comprised of the Individual PAGA Payments), in accordance with the terms of the Settlement
10 Agreement.

11 15. The Court finds that payment to the LWDA of 75% of the Net Settlement Amount
12 as its share of the settlement proceeds and in settlement of the Action is fair, adequate, and
13 reasonable. The Court authorizes the Settlement Administrator to pay the LWDA Payment, in
14 accordance with the terms of the Settlement Agreement.

15 16. The Court finds that payment to the Aggrieved Employees of 25% of the Net
16 Settlement Amount as the Aggrieved Employees' share of the settlement proceeds and in
17 settlement of the Action is fair, adequate, and reasonable. The Court authorizes the Settlement
18 Administrator to fund the PAGA Aggrieved Employee Payment and distribute the Individual
19 PAGA Payments in accordance with the terms of the Settlement Agreement.

20 17. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
21 for 180 calendar days after issuance. Funds remaining from any checks for Individual PAGA
22 Payments uncashed after 180 calendar days will be dispersed to the California State Controller's
23 Unclaimed Property Fund in the name(s) of the individuals who did not cash their checks, in
24 accordance with the terms of the Settlement Agreement.

25 18. A final accounting and status conference regarding the status of settlement
26 administration and completion shall take place on March 27, 2026, at 8:30 a.m. in this
27 Department. A final report from the Settlement Administrator Re: Status of Settlement
28 Administration shall be filed at least ten (10) days prior to the hearing. The report from the

1 Settlement Administrator shall be in the form of a Declaration from the Settlement Administrator,
2 by a declarant with personal knowledge of the facts, and describes: (i) the date the checks were
3 mailed, (ii) the total number of checks mailed to Aggrieved Employees, (iii) the average amount of
4 those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed
5 checks, (vi) the average amount of the uncashed checks, and (vii) the holder/location and date of the
6 disposition of those unclaimed funds.

7 19. Except as otherwise expressly provided for herein, the parties will each bear
8 responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or
9 arising out of or related to this Action and will not seek reimbursement thereof from any other
10 party.

11 20. In accordance with the Settlement Agreement, nothing in this Order or the
12 Settlement shall be construed as an admission or concession by any party. The Settlement and this
13 resulting Order and entry of judgment simply represent a compromise of disputed allegations,
14 contentions, and claims. The Court acknowledges that, as stated in the Settlement Agreement, in
15 entering into this Agreement, Defendant has not admitted, and has specifically denied, that
16 Defendant has violated any federal, state, or local law; violated any regulations or guidelines
17 promulgated pursuant to any statute or any other applicable laws, regulations or legal
18 requirements; and that, as indicated, this Settlement was entered into by Defendant to avoid the
19 burden and expense of continued litigation.

20 JUDGMENT

21 21. In accordance with, and for the reasons stated above, judgment is hereby rendered
22 and entered under and in accordance with the terms of the Settlement Agreement, whereby the
23 Representative Plaintiff, PAGA Counsel, the State of California, and Aggrieved Employees, shall
24 obtain that which is expressly set forth in the executed Settlement Agreement and in conformance
25 with the Court's approval order. This judgment, upon the effectiveness of the releases of claims
26 provided for in the Settlement, shall constitute a full and complete bar against Representative
27 Plaintiff, PAGA Counsel, the Aggrieved Employees, and the State of California as to all of the
28 claims released by the Settlement and shall be res judicata and collateral estoppel with respect to

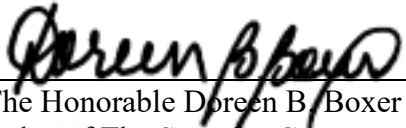
1 such released claims.

2 22. Pursuant to California Code of Civil Procedure §664.6 and Rule 3.769(h) of the
3 California Rules of Court and in accordance with Settlement Agreement, this Court reserves
4 exclusive and continuing jurisdiction over this Action, the Representative Plaintiff, the Aggrieved
5 Employees, and Defendant in the action, for the purpose of supervising the implementation,
6 enforcement, construction, and interpretation of the Settlement Agreement, and the Court's
7 approval order and judgment in the Action.

8 23. Plaintiff is directed to submit a copy of this Order and Judgment to the LWDA within
9 10 days of the date of this Order and Judgment.

10 **IT IS SO ORDERED:**

11 DATED: _____ 12/23/2025



The Honorable Doreen B. Boxer
Judge of The Superior Court