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as an individual and on behalf of all employees similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

CARLOS DANILO ESCOBAR RIVAS, as an
individual and on behalf of all employees
similarly situated,

Plaintiff,

v.

FOUR SEASONS TREE CARE INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendant.

Case No.: 24CU015430C

Assigned for all purposes to Hon. Judy S. Bae,
Department C-62

**[PROPOSED] ORDER GRANTING
APPROVAL OF SETTLEMENT OF CLAIMS
BROUGHT PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004 AND
ENTERING JUDGMENT**

Date: July 10, 2026
Time: 9:10 a.m.
Courtroom: Dept. C-62
Judge: Hon. Judy S. Bae

Action Filed: October 7, 2024
Trial Date: Not Set

1 **TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:**

2 Plaintiff CARLOS DANILO ESCOBAR RIVAS (“Plaintiff”), individually and in his capacity
3 as representative of the State of California on behalf of other allegedly aggrieved employees and
4 Defendant FOUR SEASONS TREE CARE INC. (“Defendant”) (collectively, “the Parties”) have
5 reached terms of settlement of this action alleging a claim for relief pursuant to the Labor Code Private
6 Attorneys General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”).

7 Plaintiff filed a Motion for an Order Approving Settlement of Claims Brought Pursuant to the
8 Private Attorneys General Act of 2004 (“PAGA”) (the “Motion”) memorialized in the PAGA
9 SETTLEMENT AGREEMENT (the “Settlement” or “Settlement Agreement”), a true and correct copy of
10 which is attached as **Exhibit 1** to the Declaration of Lilit Tunyan submitted. The Court having considered
11 all the papers filed and otherwise being fully informed, and good cause appearing therefor enters into this
12 Order and Judgment which is intended to be a final disposition of the Action in its entirety.

13 **IT IS HEREBY ORDERED and ADJUDGED** that the Motion for approval of settlement of
14 claims brought pursuant to PAGA is **GRANTED** subject to the following findings and orders:

15 1. All terms used for purposes of this Order and Final Judgment, not otherwise defined, shall have
16 the same meaning as given in the Settlement Agreement. The terms, provisions, and obligations set forth
17 in the Settlement Agreement are deemed a part of this Order and Judgment incorporated herein in their
18 entirety.

19 2. Pursuant to PAGA, California Labor Code § 2699(1)(2), the Labor and Workforce
20 Development Agency (the “LWDA”) has been given timely notice of the Settlement Agreement. The
21 Court finds and determines that Plaintiff’ notice of the Settlement to the LWDA complied with the statutory
22 requirements of PAGA.

23 3. The Court has determined that the Settlement is, in all respects, fair, reasonable and accurate,
24 and meets the requirements for approval under PAGA. Accordingly, the Court approves the Settlement.

25 4. The Court finds that the Maximum Settlement Amount, Net Settlement Amount, Plaintiff’s
26 Service Award and the methodology used to calculate and pay the LWDA Payment, and the PAGA
27 Settlement payments to the PAGA Settlement Members, in accordance with the Settlement, are fair and
28 reasonable.

1 5. The Court confirms approval of the Settlement as to the following group of individuals,
2 collectively referred to as the “Aggrieved Employees” (sometimes also referred to as “PAGA
3 Employees”):

4 All persons, who have previously been or are currently employed in California
5 by Defendant, as a non-exempt employee during the PAGA Period or
6 Representative Period, i.e. from October 7, 2023 through October 19, 2025. An
7 “Aggrieved Employee” shall mean an individual who is a member of the
8 Aggrieved Employees (or if any such person is incompetent, deceased, or
9 unavailable due to military service, the person’s legal representative or successor
10 in interest evidenced by reasonable verification).

11 6. The Court approves the Notice to Aggrieved Employees, attached as Exhibit A to the
12 Settlement Agreement.

13 7. PAGA claims are released as follows:

14 “As of the date of the Judgment and upon full funding of the Maximum Settlement Amount, each
15 Aggrieved Employee including Plaintiff and the State of California, and without the need to
16 manually sign a release document, are deemed to release the Released Parties from all causes of
17 action and claims for civil penalties under the California Labor Code Private Attorneys General
18 Act of 2004 that were alleged in the operative complaint in the Action or reasonably could have
19 been alleged based on the facts contained in the operative complaint in the Action or LWDA
20 letter, including claims for civil penalties based on the following: (i) failure to pay all regular rate
21 wages, minimum wages, and overtime wages due; (ii) failure to provide compliant meal periods;
22 (iii) failure to provide compliant rest breaks; (iv) failure to timely pay wages during employment;
23 (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time
24 of termination or resignation; (vii) failure to maintain records in accordance with Labor Code
25 Section 1174; (viii) failure to reimburse necessary expenditures; and (ix) claims, causes of action
26 or legal theories of relief seeking civil penalties under the California Labor Code Private
27 Attorneys General Act of 2004 plead in the operative complaint and underlying LWDA
28 Exhaustion Letter (collectively, the “PAGA Released Claims”). PAGA Released Claims for
Aggrieved Employees who worked for Defendant in California during the Representative Period
shall have their claims released during the Representative Period.”

Released Parties are as follows:

“Defendant and it past, present and/or future, direct and/or indirect, owners,
officers, directors, members, managers, employees, agents, representatives,
attorneys, including but not limited to O’Hagan Meyer, insurers, partners,
investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
divisions, predecessors, successors, assigns, and joint venturers.”

8. The Court authorizes Phoenix Class Action Administration Solutions to act as the Settlement
Administrator.

1 9. The Court authorizes the Settlement Administrator to calculate and pay the Settlement
2 payments, in accordance with the terms of the Settlement.

3 10. Defendant is directed to deliver the Gross Settlement Amount to the Settlement Administrator
4 within ten (10) days of the Effective Date, as set forth in the Settlement Agreement.

5 11. The Court awards the Settlement Administrator in this Action its fees and costs of **\$3,400.00**
6 in accordance with the terms of the Settlement Agreement.

7 12. The Court awards Plaintiff in this Action **\$10,000.00** as a Service Award in accordance with
8 the terms of the Settlement Agreement.

9 13. The Court awards to Plaintiff' Counsel in this Action its fees of **\$36,666.67** in accordance with
10 the terms of the Settlement Agreement. The Court awards to Plaintiff' Counsel actual costs of **\$16,141.00**.

11 14. The Court approves the allocations and gross settlement amount of **\$110,000.00** for the release
12 of claims brought under PAGA, to be paid in accordance with the terms of the Settlement.

13 15. Under the terms of the Settlement, the Net Settlement Amount is **\$43,792.33**. Sixty-five
14 percent (65%) of the Net Settlement Amount will be paid to the State of California Labor and Workforce
15 Development Agency ("LWDA Payment"), and the remaining amount (35%) of the Net Settlement
16 Amount shall be distributed to the PAGA Employees in accordance with the terms of the Settlement.

17 16. Checks for Settlement Shares sent to PAGA Settlement Members shall be valid for one
18 hundred eighty (180) days after issuance. Funds remaining from any checks for Settlement Shares
19 uncashed after one hundred eighty (180) days will be disbursed to the California Controller's Unclaimed
20 Property Fund in the name of the PAGA Settlement Member.

21 17. Nothing in this Order and Judgment or the Settlement shall be construed as an admission or
22 concession by any party. The Settlement and this resulting Order and Judgment simply represent a
23 compromise of disputed allegations.

24 18. Plaintiff are directed to submit a copy of this Order and Judgment to the LWDA within ten
25 (10) days of the date of this Order and Judgment.

26 19. After entry of this Order and Judgment, pursuant to California Rules of Court, Rule
27 3.769(h) and Civil Procedure Code § 664.6, the Court shall retain jurisdiction to construe, interpret,
28 implement, and enforce the Settlement Agreement and this Order and Judgment, to hear and resolve any

1 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising
2 from or in connection with the distribution of settlement benefits.

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

5 Dated: _____
6 _____
7 Hon. Judy S. Bae
8 SAN DIEGO COUNTY SUPERIOR COURT JUDGE
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STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the date indicated below, I served the document described as: **PROPOSED] ORDER GRANTING APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 AND ENTERING JUDGMENT** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

Attorneys for Defendant FOUR SEASONS TREE CARE INC.

Executed on December 1, 2025, at Glendale, California.

Signature