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13 PACIFIC COAST TREE EXPERTS

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES**
16

17
18 WBLESTER PALACIOS PINEDA, individually
and on behalf of other persons similarly situated,

19 Plaintiffs,
20 Plaintiffs,

21 vs.

22 PACIFIC COAST TREE EXPERTS; and
23 DOES 1-50, inclusive,
24 Defendants.
25

Case No.: BC629091

CLASS ACTION

**[PROPOSED] FINAL ORDER
APPROVING CLASS ACTION
SETTLEMENT; AND JUDGMENT**

*(Filed concurrently with the Notice of
Motion and Unopposed Motion for Final
Approval of Class Settlement; Declarations
of Jeremy F. Bollinger, Ari E. Moss,
Elizabeth Kruckenberg, Armando Valdez
and Wblester Palacios Pineda)*

Date: August 7, 2019
Time: 10:30 a.m.
Judge: Hon. Daniel J. Buckley
Department: 1

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

AUG 07 2019

Sherri R. Carter, Executive Officer/Clerk
By: Stephanie Chung, Deputy

RECEIVED
LOS ANGELES SUPERIOR COURT

JUL 15 2019

S. DREW

1 The above-referenced class action (“Action”) having come before the Court on August 7,
2 2019, for a hearing and Final Order Approving Class Settlement and Judgment (“Final Order”),
3 consistent with the Court’s Preliminary Approval Order (“Preliminary Approval Order”), filed
4 and entered November 16, 2018, and as set forth in the Revised Stipulation of Class Settlement
5 and the Exhibits attached thereto (hereafter collectively, the “Settlement Agreement”) in the
6 Action, and due and adequate notice having been given to all Class Members as required in the
7 Preliminary Approval Order, and the Court having considered all papers filed and proceedings
8 had herein and otherwise being fully informed and good cause appearing therefore,

9 **THE COURT HEREBY ORDERS AS FOLLOWS:**

10 1. For purposes of this Final Order, the Court incorporates by reference the
11 definitions in the Settlement Agreement, and all defined terms herein shall have the same
12 meaning as set forth in the Settlement Agreement.

13 2. Consistent with the definitions in the Settlement Agreement, the term “Settlement
14 Class” and “Class Members” is defined as all current and former hourly-paid, non-exempt
15 employees employed by Defendant Pacific Coast Tree Expert (“Defendant”) in California at any
16 time during the period of July 29, 2012 through June 16, 2018. The Settlement Class, however,
17 shall not include any person who opted out by submitting a timely and valid Request for
18 Exclusion as provided in this Settlement. For purposes of the Settlement and this Final Order,
19 “Released Parties” shall mean Defendant and Defendant’s agents, officers, directors,
20 shareholders, attorneys, successors, parent companies, subsidiaries, divisions, affiliates and
21 present and former employees who are not Settlement Class Members, as well as the Related
22 Released Parties. As set forth in the Settlement Agreement, “Related Released Parties” means any
23 utilities, prime contractors, and subcontractors for or with whom Defendant performed work,
24 including, but not limited to, Pacific Gas & Electric Company (“PG&E”), Southern California
25 Edison Company (“SCE”), Asplundh Tree Expert, LLC and Utility Tree Service, LLC (“UTS”).

26 3. This Court has jurisdiction over the subject matter of this Action and over all
27 Parties to this Action, including all Class Members.

28 4. Distribution of the Notice and the Claim Form directed to the Class Members as

1 set forth in the Settlement Agreement and the other matters set forth therein has been completed
2 in conformity with the Preliminary Approval Order, including individual notice to all Class
3 Members who could be identified through reasonable effort, and the best notice practicable
4 under the circumstances. The Notice provided due and adequate notice of the proceedings and
5 of the matters set forth therein, including the proposed Settlement set forth in the Settlement
6 Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the requirements
7 of due process. All Class Members and all Released Claims are covered by and included within
8 the Settlement and this Final Order.

9 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
10 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
11 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
12 standards and applicable requirements for final approval of this class action settlement under
13 California law, including the provisions of California Code of Civil Procedure section 382 and
14 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez*
15 *v. Superior Court* (1971) 4 Cal.3d 800, 821.

16 6. The Court hereby approves the Settlement set forth in the Settlement Agreement,
17 and finds that the Settlement, including the Maximum Settlement Amount (which is Two
18 Hundred Fifty Thousand Dollars \$250,000.00) is, in all respects, fair, adequate and reasonable,
19 and directs the Parties to effectuate the Settlement according to its terms. The Court finds that
20 the Settlement has been reached as a result of intensive, serious and non-collusive arms-length
21 negotiations. The Court further finds that the Parties have conducted extensive investigation
22 and research, and counsel for the Parties are able to reasonably evaluate their respective
23 positions. The Court also finds that Settlement at this time will avoid additional substantial
24 costs, as well as avoid the delay and risks that would be presented by the further prosecution of
25 the Action. The Court has reviewed the benefits that are being granted as part of the Settlement
26 and recognizes the significant value to the Class Members. The Court also finds that the Class
27 is properly certified as a class for settlement purposes only.

28 7. As of the date of entry of this Final Order, each and every Released Claim (as

1 defined in the Settlement Agreement and set forth below) of each and every Class Member is
2 and shall be deemed to be conclusively released as against the Released Parties, including the
3 Related Released Parties. As of the date of this Final Order, the Class Representative and each
4 and every Class Member who has not submitted a valid request for exclusion is hereby released
5 and forever barred and enjoined from prosecuting the Released Claims, except as to such rights
6 or claims as may be created by the Settlement, against Defendant and the Released Parties
7 (including the Related Released Parties) from any and all claims, debts, liabilities, demands,
8 obligations, guarantees, liens, promises, penalties, costs, expenses, interest, restitution,
9 attorneys' fees and costs, losses, damages, liquidated damages, punitive damages, equitable
10 relief, complaints, actions or causes of action of whatever kind or nature, whether known or
11 unknown, contingent or accrued, against Defendant or the Released Parties (including the
12 Related Released Parties) or any of them, under any state, municipal or federal law, statute,
13 ordinance, regulation, order or common law principle or theory, arising out of or related to the
14 Complaint, including without limitation claims for (a) failure to pay minimum wages; (b)
15 failure to provide meal periods; (c) failure to provide rest periods; (d) failure to timely pay final
16 wages under Labor Code sections 201 et seq.; (e) failure to provide accurate wage statements
17 under Labor Code section 226 et. seq; (f) claims for penalties pursuant to the California Labor
18 Code Private Attorney General Act ("PAGA"); (g) damages, penalties, interest and other
19 amounts recoverable under said causes of action under California law, including but not limited
20 to the California Labor Code and California Unfair Competition Law; (h) unfair competition;
21 and (i) interest, attorney's fees, and costs arising from any of the above, arising between July
22 29, 2012 through June 16, 2018.

23 8. Neither the Settlement nor any of the terms set forth in the Settlement
24 Agreement is an admission by Defendant, or any of the other Released Parties (including the
25 Related Released Parties), nor is this Final Order a finding of the validity of any claims in the
26 Action or of any wrongdoing by Defendant, or any of the other Released Parties. Neither this
27 Final Order, the Settlement Agreement, nor any document referred to herein, nor any action
28 taken to carry out the Settlement Agreement is, may be construed as, or may be used as, an

1 admission by or against Defendant, or any of the other Released Parties (including the Related
2 Released Parties), of any fault, wrongdoing or liability whatsoever. The entering into or
3 carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto,
4 shall not in any event be construed as, or deemed to be evidence of, an admission or concession
5 with regard to the denials or defenses by Defendant, or any of the other Released Parties
6 (including the Related Released Parties), and shall not be offered in evidence in any action or
7 proceeding in any court, administrative agency or other tribunal for any purpose whatsoever
8 other than to enforce the provisions of this Final Order, the Settlement Agreement, the Released
9 Claims, or any related agreement or release. Notwithstanding these restrictions, any of the
10 Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the
11 Settlement Agreement, and any other papers and records on file in the Action as evidence of the
12 Settlement to support a defense of *res judicata*, *collateral estoppel*, release, or other theory of
13 claim or issue preclusion or similar defense as to the Released Claims.

14 9. The Court hereby enters judgment in the entire Action as of the filing date of this
15 Final Order, pursuant to the terms set forth in the Settlement Agreement. Without affecting the
16 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
17 interpretation, implementation and enforcement of the Settlement and all orders entered in
18 connection therewith pursuant to California Code of Civil Procedure section 664.6.

19 10. The Court finds the settlement payments provided for under the Settlement to be
20 fair and reasonable in light of all of the circumstances. The Court orders the calculations and
21 the payments to be made and administered in accordance with the terms of the Settlement
22 Agreement.

23 11. The Court hereby confirms Dennis Moss, Jeremy Bollinger and Ari Moss of
24 Moss Bollinger LLP as Class Counsel in the Action.

25 12. Pursuant to the terms of the Settlement, and the authorities, evidence and
26 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
27 the amount of Eighty-Three Thousand Three Hundred Twenty-Five Dollars (\$83,325.00), and
28 attorneys' costs in the amount of Ten Thousand Dollars (\$10,000.00), from the Maximum

1 Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees
2 and costs incurred by and/or owed to Class Counsel and any other person or entity related to the
3 Action. The Court further orders that the award of attorneys' fees and costs set forth in this
4 Paragraph shall be administered pursuant to the terms of the Settlement Agreement, and
5 transferred and/or made payable to Class Counsel in the Action.

6 13. The Court also hereby approves and orders a Service Payment to Plaintiff and
7 Class Representative Wblester Palacios Pineda in the amount of Ten Thousand Dollars
8 (\$10,000.00) from the Maximum Settlement Amount.

9 14. The Court also hereby approves and orders payment in the amount of Six
10 Thousand Dollars (\$6,000.00) from the Maximum Settlement Amount for 75% of the PAGA
11 penalties, payable to the California Labor Workforce Development Agency.

12 15. The Court also hereby approves and orders payment from the Maximum
13 Settlement Amount for actual claims administration expenses incurred by the Claims
14 Administrator, Phoenix Settlement Administrators, in the amount of Eight Thousand Five
15 Hundred Dollars (\$8,500.00).

16 16. The Court also hereby approves and orders that any residue from uncashed
17 Settlement Award checks after the expiration date will be paid according to California Code of
18 Civil Procedure section 384(b) to Bet Tzedek – Free Legal Services, a non-profit 501(c)(3)
19 organization, to be used for the benefit of its Employment Rights Project Clinic in California.

20 17. The Court also hereby finds and orders that the Settlement Agreement is and
21 constitutes a fair, adequate, and reasonable compromise of the Released Claims against
22 Defendant and the Released Parties, including the Related Released Parties.

23 18. Provided the Settlement becomes effective under the terms of the Settlement
24 Agreement, the Claims Administrator will mail the Court-approved Settlement Awards,
25 Attorneys' Fees and Costs, and Service Payment within fourteen (14) calendar days after the
26 Court's final approval of the Settlement. The Court notes that Defendant has already funded the
27 settlement in an account held by the Claims Administrator.

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19. The Court also hereby finds that there were no objections to the Settlement raised by any person on the record at the hearing on the Final Order.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: 8/7/19

DANIEL J. BUCKLEY

HON. DANIEL J. BUCKLEY
JUDGE OF THE SUPERIOR COURT