

6/10/2020

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 23 2020

S. Salazar *LSJ*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ARSENIA RODRIGUEZ, an individual, on
behalf of herself and all others similarly situated

Plaintiff,

v.

HORT TECH LLC, a California limited
liability company; HORT TECH, INC., a
California corporation; MONARCH
LANDSCAPE HOLDINGS, LLC; a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: RIC1816212

Hon. Sunshine S. Sykes, Dept. 06

CLASS ACTION

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

Date: June 19, 2020

Time: 9:00 a.m.

Dept.: 06

Action Filed: August 7, 2018

Trial date: Not set

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

2 Plaintiff ARSENIA RODRIGUEZ (“Plaintiff”) and defendants Hort Tech LLC, Hort Tech, Inc.
3 and Monarch Landscape Holdings, LLC (all defendants collectively referred to herein as “Defendant”)
4 have reached terms of settlement for a putative class action.

5 Plaintiff has filed a motion for final approval of a class action settlement of the claims asserted
6 against Defendant in this action, memorialized in the JOINT STIPULATION AND SETTLEMENT
7 AGREEMENT, which is attached to the Amended Declaration of Andranik Tsarukyan in Support of
8 Plaintiff’s Motion for Final Approval of Class Action Settlement and Certification of Settlement Class
9 filed with the Court on June 10, 2020. The JOINT STIPULATION AND SETTLEMENT
10 AGREEMENT is referred to herein as the “Agreement” or “Settlement.”

11 After reviewing the Agreement, the Notice process, and other related documents, and having heard
12 the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

13 1. This Order hereby adopts and incorporates by reference the terms and conditions of the
14 Settlement, together with the definitions and terms used and contained therein.

15 2. The Court finds that it has jurisdiction over the subject matter of the action and over all
16 parties to the action, including all Class Members.

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

21 4. The Settlement is not an admission of wrongdoing by Defendant or by any of the Released
22 Parties, nor is the Order or the Judgment a finding, of the validity of any claims in the Litigation or of
23 any wrongdoing by Defendant or any of the Released Parties. Neither this Order, the Judgment, the
24 Settlement, any document referred to in the Settlement, nor any action taken to carry out the Settlement
25 is, may be construed as, or may be used as an admission by or against Defendant or any of the Released
26 Parties of any fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the
27 Settlement, and any related negotiations or proceedings, shall not in any event be construed as, or
28 deemed to be evidence of, an admission or concession with regard to the denials or defenses by

1 Defendant or any of the Released Parties and shall not be offered in evidence in any action or
2 proceeding against Defendant or any of the Released Parties in any court, administrative agency, or
3 other tribunal for any purpose whatsoever other than to enforce the provisions of this Judgment, the
4 Settlement, or any related agreement or release. Notwithstanding these restrictions, any of the
5 Released Parties may file in the Litigation or in any other proceeding the Judgment, Settlement, or any
6 other papers and records on file in the Litigation as evidence of the Settlement to support a defense of
7 res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense
8 as to the Released Claims. Nothing in this Order or Judgment shall be construed as restricting parties,
9 other than Plaintiff, from seeking to offer the Settlement into evidence nor does this Order or Judgment
10 make any predetermination as to the admissibility of such an offer.

11 5. The parties' Settlement is granted final approval as it meets the criteria for final settlement
12 approval. The Settlement falls within the range of reasonableness and appears to be presumptively
13 valid. The Settlement Class meets the requirements for certification for settlement purposes only under
14 Code of Civil Procedure § 382.

15 6. The Class Notice provided to the Settlement Class Members conforms with the
16 requirements of Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the
17 California and United States Constitutions, and any other applicable law, and constitutes the best notice
18 practicable under the circumstances, by providing individual notice to all Class Members who could be
19 identified through reasonable effort and fully and accurately informed the Class Members of all
20 material elements of the proposed Settlement, their rights with respect to the proposed Settlement, their
21 opportunity to opt out of or object to the Settlement, and fairly and adequately described the Settlement
22 and provided Class Members with adequate instructions and a variety of means to obtain additional
23 information. The Class Notice sufficiently provided due process and adequate notice of the
24 proceedings and of the matters set forth therein to the Settlement Class Members. The Class Notice
25 fully satisfied the requirements of due process.

26 7. The following persons are certified as Class Members solely for the purpose of entering a
27 settlement in this matter:

28 All persons who are, or have been employed, by either defendant Hort Tech

1 LLC or defendant Hort Tech, Inc. in California in a non-exempt position at any
2 time during the period of August 7, 2014 to January 15, 2020.

3 8. Plaintiff ARSENIA RODRIGUEZ is appointed the Class Representative.

4 9. The Court finds Plaintiff's counsel are adequate, as they are experienced in wage and hour
5 class action litigation and have no conflicts of interest with absent Class Members, and that they
6 adequately represented the interests of absent class members in the Litigation. Andranik Tsarukyan
7 and Armen Zenjiryan of Remedy Law Group LLP are appointed Class Counsel.

8 10. The Court appoints Phoenix Settlement Administrators to act as the Settlement
9 Administrator, who shall perform the duties set forth in the Agreement.

10 11. Class Members were given a full opportunity to participate in the Final Approval hearing,
11 and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court
12 determines that all Class Members who did not timely and properly opt out of the Settlement are bound
13 by this Order and Judgment.

14 12. No Class Members have made valid objections to the terms of the Settlement.

15 13. One Class Member, Filiberto Ramirez, requested an exclusion from the Settlement.

16 14. All Class Members will be bound by this Final Approval Order and Judgment in the action.

17 15. Upon entry of this Final Approval Order and Judgment, compensation to the Class
18 Members shall be implemented pursuant to the terms of the Settlement.

19 16. In addition to any recovery Plaintiff may receive under the Settlement as a Class Member,
20 an in recognition of Plaintiff's efforts on behalf of the class and for agreeing to general releases of all
21 claims against Defendant through the date of Preliminary Approval, the Court hereby approves the
22 payment of an enhancement award to Plaintiff ARSENIA RODRIGUEZ in the reasonable amount of
23 \$7,500.

24 17. The Court approves Attorneys' Fee Award to Class Counsel in the amount of \$266,666.67.
25 The Court approves Class Counsel's Cost Award in the amount of \$9,895.19 (the total awarded does
26 not exceed the \$10,000 limit on costs pursuant to the Settlement).

27 18. The Court approves Settlement Administration Costs in the amount of \$8,000 to Phoenix
28 Settlement Administrators for performance of its services as the Settlement administrator.

1 19. The Court approves the settlement of claims and civil penalties under the Labor Code
2 Private Attorneys General Act of 2003 (Labor Code § 2698 *et seq.*) in the amount of \$10,000. Seventy-
3 five percent (75%), or \$7,500, shall be paid to the Labor and Workforce Development Agency. The
4 remaining twenty-five percent (25%), or \$2,500, will be added to the PAGA Fund for distribution to
5 PAGA Employees.

6 20. Upon the Effective Final Settlement Date as noted in the Settlement, Plaintiff and the
7 Participating Class Members shall have, by operation of this Final Approval Order and Judgment, fully,
8 finally and forever released, relinquished, and discharged Defendants from the Released Claims and the
9 PAGA Released Claims described in the Settlement.

10 21. Upon completion of the administration of the Settlement, the Parties shall file a declaration
11 stating that all amounts payable under the Settlement have been paid and that the terms of the
12 Settlement have been completed.

13 22. This Court shall retain jurisdiction with respect to all matters related to the administration and
14 consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the subject
15 matter of the Action, including but not limited to all matters related to the Settlement and the
16 determination of all controversies relating thereto.

17 23. This “Judgment” is intended to be a final disposition of the Action in its entirety and is
18 intended to be immediately appealable.

19 24. In accordance with California Rule of Court 3.771(b), the Settlement Administrator is ordered
20 to give written notice of this Final Approval Order and Judgment by mail to all Settlement Class Members
21 by including the following statement on any envelope transmitting a settlement distribution to a Settlement
22 Class Member: “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.”

23 25. Any settlement distribution check shall be negotiable for at least 90 days from the date of the
24 mailing.

25 26. The Settlement Administrator shall mail a reminder postcard to any Settlement Class Member
26 whose settlement distribution check has not been negotiated within 60 days after the date of mailing.

27 27. Any settlement checks that are mailed to the Settlement Class Members and remain uncashed
28 after 180 days of the date of issuance will expire and become non-negotiable, and any unclaimed funds

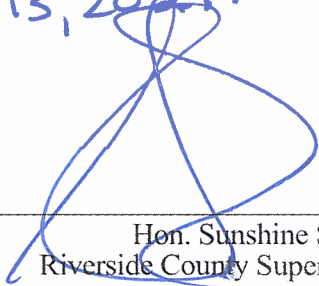
1 shall be paid in the form of a donation to The Boys and Girls Clubs of Coachella Valley, a 501(c)(3)
2 tax-exempt non-profit organization.

3 28. The Settlement Administrator shall file a written declaration under oath certifying the
4 completion of administration of the Settlement and a final report and accounting on the disbursement of
5 funds on or before March 30, 2021. *Final Accounting NONAPPEARANCE*
6 *hearing set on April 13, 2021.*

7 **IT IS SO ORDERED.**

8
9 Dated: _____

6/19/20



Hon. Sunshine S. Sykes
Riverside County Superior Court Judge

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15 **JUDGMENT**

16 1. Pursuant to Rule 3.769(h) of the California Rules of Court, the Court hereby enters
17 judgment consistent with and as expressly set forth in the terms of the Settlement, as modified by the
18 above Order, in the above-entitled case for Plaintiff Arsenia Rodriguez and the 1,101 Class Members
19 who did not exclude themselves from the Settlement and who are identified in the class lists that
20 Defendants provided to the Settlement Administrator on March 2, 2020.

21 2. Judgment in this matter is entered in accordance with, and incorporates by reference the
22 findings of, the Court's Final Approval Order and the Settlement. Unless otherwise provided herein, all
23 capitalized terms used herein shall have the same meaning as defined in the Settlement.

24 3. As of the Effective Final Settlement Date, each and every Released Claim of each and
25 every Class Member, except Filiberto Ramirez who submitted a valid request for exclusion from the
26 Settlement, is and shall be deemed to be conclusively released and discharged as against the Defendant
27 and the Released Parties.

1 4. As of the Effective Final Settlement Date, each and every PAGA Released Claim of
2 each and every Class Member is and shall be deemed to be conclusively released and discharged as
3 against the Defendant and the Released Parties.

4 5. Without affecting the finality of the Judgment, and pursuant to California Code of Civil
5 Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court, the Court reserves
6 exclusive and continuing jurisdiction over the Litigation, Plaintiff, the Class Members, and Defendants
7 for the purposes of the enforcement of the terms of this Judgment, the interpretation, implementation
8 and enforcement of the Settlement, and the enforcement of all orders entered in connection with the
9 Settlement.

10 6. The Settlement Administrator shall post a copy of this Judgment for thirty (30) calendar
11 days on its website in compliance with Rule 3.771(b) of the California Rules of Court in order to
12 provide notice to the Class Members of this Judgment.

13 7. This document shall constitute a judgment (and separate document constituting said
14 judgment) for purposes of California Rules of Court, Rule 3.769(h).

15 8. This Judgment is intended to be a final disposition of the above-entitled action in its
16 entirety, and it is intended to be immediately appealable.

17
18 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

19
20 Dated: _____

6/19/20



Hon. Sunshine S. Sykes
Riverside County Superior Court Judge

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

3 CASE NAME: RODRIGUEZ v. HORT TECH LLC

4 CASE NUMBER: RIC1816212

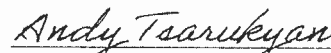
5 I am over the age of 18 and not a party to this action. I am a employed in the county
6 where the mailing occurred. My business address is Remedy Law Group LLP, 610 E.
7 Providencia Ave., Unit B, Burbank, California 91501. On June 10, 2020, I served the
8 document entitled **AMENDED [PROPOSED] ORDER GRANTING PLAINTIFF'S
9 MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
10 JUDGMENT** via electronic mail as agreed to by counsel for the respective parties and also by
11 enclosing a true copy in a sealed envelope addressed to and depositing the envelope in the
12 United States mail with the postage fully prepaid:

9 Tao Leung
10 Hogan Lovells US LLP
11 1999 Avenue of the Stars, Suite 1400
12 Los Angeles, CA 90067
13 Email: tao.leung@hoganlovells.com

13 Attorneys for Defendants
14 HORT TECH LLC, HORT TECH, INC. and
15 MONARCH LANDSCAPE HOLDINGS,
16 LLC

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

19 Executed on June 10, 2020, at Burbank, California.

20
21 
22 Andranik Tsarukyan