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SAN MATEO COUNTY

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SAN MATEO COUNTY

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Attorneys for Plaintiff, HUGO FUENTES HERNANDEZ,
on behalf of himself and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

HUGO FUENTES HERNANDEZ, on behalf
of himself and all others similarly situated,

Plaintiffs,

v.

TERRA FIRMA LANDSCAPES INC., a
California corporation; TERRA FIRMA
LANDSCAPES DESIGN, INC., a California
corporation; WILLIAM BRIAN KOCH, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 20-CIV-04700

[Assigned for all purposes to the Hon. Nancy L.
Fineman in Dept. 4]

NLP
[PROPOSED] JUDGMENT

1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of the Class Action and Representative
3 Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court's Order Granting
5 Motion for Final Approval of Class and Representative Action Settlement ("Order Granting Final
6 Approval") and the parties' Stipulation Re: Class Action and PAGA Action Settlement ("Settlement
7 Agreement"). All terms used herein shall have the same meaning as defined in the Settlement
8 Agreement.

9 2. The "Settlement Class" is comprised of all current and former non-exempt, hourly-paid
10 employees who worked for defendants Terra Ferma Landscapes Inc., Terra Ferma Landscapes Design Inc.,
11 and William Brian Koch (collectively, "Defendants"), at any time during period between October 26, 2016
12 to October 26, 2021 ("Class Period") in California ("Class Members").

13 3. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members objected
14 to the Settlement; thus, all Class Members are Participating Class Members.

15 4. Defendants shall make monthly payments to the Settlement Administrator for deposit in an
16 interest-bearing qualified settlement account ("QSF") with an FDIC insured banking institution, for
17 distribution in accordance with this Settlement Agreement and the Court's orders and subject to the
18 conditions described herein. Eighteenth monthly payments must be made by Defendants on the
19 following schedule: (i) October 15, 2021: 1/18 of the Gross Settlement Amount (1st Payment); (ii)
20 November 15, 2021: 1/18 of the Gross Settlement (2nd Payment); (iii) December 15, 2021: 1/18 of
21 the Gross Settlement (3rd Payment); (iv) January 15, 2022: 1/18 of the Gross Settlement (4th
22 Payment); (v) February 15, 2022: 1/18 of the Gross Settlement (5th Payment); (vi) March 15, 2022:
23 1/18 of the Gross Settlement (6th Payment); (vii) April 15, 2022: 1/18 of the Gross Settlement (7th
24 Payment); (viii) May 15, 2022: 1/18 of the Gross Settlement (8th Payment); (ix) June 15, 2022: 1/18
25 of the Gross Settlement (9th Payment); (x) July 15, 2022: 1/18 of the Gross Settlement (10th
26 Payment); (xi) August 15, 2022: 1/18 of the Gross Settlement (11th Payment); (xii) September 15,
27 2022: 1/18 of the Gross Settlement Amount (12th Payment); (xiii) October 15, 2022: 1/18 of the
28 Gross Settlement Amount (13th Payment); (xiv) November 15, 2022: 1/18 of the Gross Settlement

1 Amount (14th Payment); (xv) December 15, 2022: 1/18 of the Gross Settlement Amount (15th
2 Payment); (xvi) January 15, 2023: 1/18 of the Gross Settlement Amount (16th Payment); (xvii)
3 February 15, 2023: 1/18 of the Gross Settlement Amount (17th Payment); (xviii) March 15, 2023:
4 1/18 of the Gross Settlement Amount (Final Payment). In addition, as part of the Final Payment,
5 Defendants shall include Defendants' share of taxes owed on the wages portion of the settlement,
6 which shall be determined by the Settlement Administrator.

7 5. Participating Class Members will have one hundred eighty (180) days from the date of
8 issuance of the check to cash their check. Within seven (7) calendar days after expiration of the
9 180-day period, checks for such payments shall be canceled and funds associated with such checks
10 shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil
11 Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any, as
12 provided in Code of Civil Procedure section 384, shall be transmitted to Legal Aid at Work, 180
13 Montgomery St., Suite 600, San Francisco, California 94104 for use in San Mateo County.

14 6. Upon entry of this Judgment, entry of the Order Granting Final Approval and payment by
15 Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employer's
16 Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members release
17 the Released Parties of all claims against the Released Parties asserted in the Complaint filed in the
18 Action, or any and all claims that may be asserted against the Released Parties, to the fullest extent
19 permitted by law, based on the factual allegations in the First Amended Complaint filed in the
20 Action, as follows: For the duration of the Class Period, the release includes (a) all claims for failure
21 to pay overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to
22 provide compliant meal and rest periods and associated premium pay; (d) failure to timely pay all
23 wages due upon termination or resignation; (e) all claims for non-compliant wage statements; (f)
24 failure to indemnify work related expenses; (g) all claims asserted through California Business &
25 Professions Code § 17200 *et seq.* arising out of the Labor Code violations referenced in the First
26 Amended Complaint; and (h) Labor Code sections for which there are class allegations alleged to
27 have been violated in the First Amended Complaint, including Labor Code sections 201, 202, 203,
28 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1199 and 2802 (collectively, the "Class Released

1 Claims”).

2 7. For Aggrieved Employees, the release includes, for the duration of the PAGA Period, all claims for
3 civil penalties under PAGA arising out of Labor Code Sections 210, 226.3, 558, 1197.1, and 2699 based on
4 the factual allegations and Labor Code sections alleged to have been violated in the First Amended
5 Complaint, which includes, without limitation, (a) all claims for failure to pay overtime wages; (b) all claims
6 for failure to pay minimum wages; (c) all claims for failure to provide compliant meal and rest periods and
7 associated premium pay; (d) failure to timely pay all wages due upon termination or resignation; (e) all claims
8 for non-compliant wage statements; (f) failure to indemnify work related expenses, as well as Labor Code
9 sections 201, 202, 203, 204, 226, 226.3, 226.7, 227.3, 246, 432, 510, 512, 1174, 1194, 1194.2, 1197, 1198.5,
10 1197.1, 2802 and 2810.5, as well as 218.6 and 558 to the extent they are tethered to the Class Released Claims
11 or the Labor Code sections implicated in the PAGA Notice (the “PAGA Released Claims”). Collectively,
12 the Class Released Claims and PAGA Released Claims shall be referred to as the “Released Claims”.

13 8. The parties released shall include Defendants and each of their past, present, and future
14 respective affiliates, parents, subsidiaries, predecessors, successors, divisions, joint ventures and
15 assigns, and each of these entities’ past or present directors, officers, employees, partners, members,
16 principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, and personal or legal
17 representatives (collectively, the “Released Parties”).

18 9. This document shall constitute a Judgment for purposes of California Rules of Court, Rule
19 3.769(h).

20

21 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

22 Dated: October 5, 2022

23

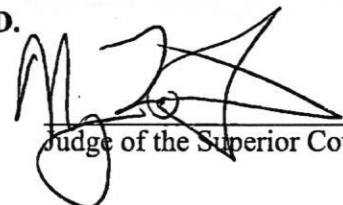
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Judge of the Superior Court

NANCY L. FINEMAN



Superior Court of California
County of San Mateo
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