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**FILED**  
Superior Court of California  
County of Los Angeles  
06/10/2024

David W. Slayton, Executive Officer / Clerk of Court  
By:                     N. Quispe                     Deputy

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

13 DAVID LIZARRAGA, individually, and on  
14 behalf of other members of the general public  
similarly situated,

16 Plaintiff,

17 vs.

19 LANDCARE USA LLC, a Delaware limited  
20 liability company; LANDCARE HOLDINGS,  
INC., a Delaware corporation, doing business  
21 as LANDCARE USA; and DOES 1 through  
100, inclusive,

23 Defendants.

**Case No. 21STCV14473**

[Assigned for all purposes to the Honorable  
Stuart M. Rice, Dept. 1]

**[PROPOSED] JUDGMENT**

[Complaint filed: April 15, 2021]

1 Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and  
2 Unopposed Motion for Award of Class Representative Service Payment, Administration Expenses  
3 Payment, and Class Counsel Fees and Litigation Expenses Payment came on for hearing before  
4 this Court on May 30, 2024 at 10:30 a.m., the Honorable Stuart M. Rice presiding.

5 In accordance with this Court's Order Granting (1) Unopposed Motion for Final Approval  
6 of Class Action and PAGA Settlement and (2) Unopposed Motion for Award of Class  
7 Representative Service Payment, Administration Expenses Payment, and Class Counsel Fees and  
8 Litigation Expenses Payment ("Order Granting Final Approval"), and pursuant to California Rule  
9 of Court 3.769(h),

10  
11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

12 1. For purposes of this Judgment, the Court adopts all defined terms as set forth in the  
13 First Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement").

14 2. The Court hereby grants the Motion for Final Approval, approves the terms of the  
15 settlement outlined in the Settlement Agreement, including the Gross Settlement Amount of  
16 \$3,500,000 and the requested deductions from the Gross Settlement Amount, and finds that the  
17 settlement is, in all respects, fair, adequate and reasonable and in the best interests of the Class and  
18 each Class Member, based on the following factors:

- 19 a. The strength of Plaintiff's case in relation to the amount offered in  
20 settlement;
- 21 b. The risk, expense, complexity, and likely duration of further litigation;
- 22 c. The risk of maintaining class action status through trial;
- 23 d. The extent of discovery completed and the stage of the proceedings;
- 24 e. The experience and views of counsel;
- 25 f. The reaction of the class members to the proposed settlement; and
- 26 g. The fact that the settlement was reached after extensive arm's length  
27 negotiation conducted in good faith by the parties with the assistance of an  
28 experienced mediator.

1           3.       With respect to the Class and for purposes of approving this settlement only, this  
2 Court finds that: (a) the members of the Class are ascertainable and so numerous that joinder of all  
3 members is impracticable; (b) there are questions of law and fact common to the Class and there is  
4 a well-defined community of interest among the Class Members with respect to the subject matter  
5 of the litigation; (c) the claims of the Class Representative and the defenses thereto are typical of  
6 the claims of the Class Members and the defenses thereto; (d) the Class Representative will fairly  
7 and adequately protect the interests of the Class Members; (e) a class action is superior to other  
8 available methods for an efficient adjudication of this controversy; and (f) counsel of record for  
9 the Class Representative is qualified to serve as counsel for Plaintiff in his individual and  
10 representative capacity and for the Class.

11           4.       As ruled in the Court’s December 14, 2023 order granting preliminary approval,  
12 the Class, for settlement purposes only, is defined as follows:

13                   All non-exempt California employees who worked for Defendants in  
14                   California at any time between April 15, 2017 and the date of entry of this  
15                   order granting preliminary approval of the Settlement Agreement (i.e.,  
16                   December 14, 2023).

17           5.       The Court finds that distribution of the Notice to Class Members in the manner and  
18 form required has been completed in accordance with this Court’s Order Granting Preliminary  
19 Approval and the terms of the Settlement Agreement, constituted the best notice practicable under  
20 the circumstances, provided due and adequate notice of the proceedings and the matters herein,  
21 including the proposed settlement to all persons entitled to such notice, and fully satisfied the  
22 requirements of due process under California law, including under California Rule of Court  
23 3.766(d) and (e).

24           6.       The Court acknowledges that no Class Members objected to the settlement.

25           7.       The Court acknowledges that Class Members Ruth S. Friis, Roberta J. Mooney,  
26 and Lauren Tallichet opted out of the class portion of the settlement. Thus, these individuals are  
27 not bound by the terms of class portion of this settlement and will not receive any Individual Class  
28 Payment.

1           8.       Neither the settlement, nor any of the terms in the Settlement Agreement, constitute  
2 any admission by Defendants, or any other of the Released Parties, of liability to the Class  
3 Representative or any Class Member, nor does this Order constitute a finding by the Court of the  
4 validity of any of the claims alleged in this action, or of any liability of Defendants or any of the  
5 other Released Parties.

6           9.       The Court hereby grants the Motion for Award of Class Representative Service  
7 Payment, Settlement Administration Expenses, and Class Counsel Fees and Litigation Expenses  
8 Payment and finds the requested amounts to be reasonable. Accordingly, the Court awards a  
9 service payment in the amount of \$10,000 to Plaintiff David Lizarraga to compensate him for his  
10 service and for signing a general release with a waiver of California Civil Code § 1542. The Court  
11 approves the payment of settlement administration costs in the amount of \$26,750 to Phoenix  
12 Settlement Administrators. The Court awards Class Counsel the requested attorneys' fees in the  
13 amount of \$1,156,240.54 (one-third of \$3,468,721.61, which is the Gross Settlement Amount  
14 minus \$31,278.39 in employer-side payroll taxes due on the Wage Portions of the Individual Class  
15 Payments), as well as the costs actually incurred during the litigation in the amount of \$22,432.87.  
16 The Class Representative Service Payment, Administration Expenses Payment, Class Counsel  
17 Fees Payment, and Class Counsel Litigation Expenses Payment shall all be deducted from the  
18 Gross Settlement Amount of \$3,500,000.

19           10.      The Court finds the proposed settlement of the PAGA claims to be fair, reasonable  
20 and adequate and appropriate for approval pursuant to California Labor Code section 2699(1)(2)  
21 and, therefore, approves the same. Specifically, the Court finds fair, reasonable and adequate and  
22 approves the \$175,000 to be paid in PAGA Penalties from the Gross Settlement Amount,  
23 including the LWDA PAGA Payment of \$131,250 (75% of the PAGA Penalties) and the \$43,750  
24 allocated to the Individual PAGA Payments (25% of the PAGA Penalties), and further approves  
25 the releases of the PAGA claims as set forth in the Settlement Agreement. The PAGA Penalties  
26 shall be deducted from the Gross Settlement Amount.

27           11.      The Net Settlement Amount to be paid to Class Members is \$2,078,298.20. This  
28 amount was calculated as follows:

Gross Settlement Amount	\$3,500,000.00
Less: PAGA Penalties	(\$175,000.00)
Less: Administration Expenses Payment	(\$26,750.00)
Less: Class Representative Service Payment	(\$10,000.00)
Less: Class Counsel Fees Payment	(\$1,156,240.54)
Less: Class Counsel Litigation Expenses Payment	(\$22,432.87)
Less: Employer's Share of Payroll Taxes	(\$31,278.39)
Net Settlement Amount	\$2,078,298.20

12. The Court hereby directs the parties to effectuate the settlement and distribution of the Gross Settlement Amount, including amounts to Participating Class Members and Aggrieved Employees, according to the terms set forth in the Settlement Agreement and the Final Approval Order and this Judgment.

13. As to the unpaid residue or unclaimed or abandoned class member funds that remain in the Settlement Fund Account after 180 days, those funds will be sent to the State of California's Unclaimed Property Fund in the Class Participants' names.

14. Pursuant to California Rule of Court 3.771(b), a copy of this final Judgment shall be posted on the Settlement Administrator's website at <https://www.phoenixclassaction.com> within 5 court days after the Judgment is signed. The Judgment shall remain posted there for a period of at least 180 days after the date of the Judgment.

15. By this Final Judgment, the Class Representative David Lizarraga shall release, relinquish and discharge Defendants and the Released Parties as set forth in the Settlement Agreement.

16. Pursuant to California Rule of Court 3.769(h), the Court hereby enters judgment based on the terms set forth above in the Settlement Agreement and in accordance with this Court's Order Granting Final Approval in favor of Plaintiff and Class Representative David Lizarraga and against Defendants in the amount of \$3,500,000, which is to be distributed as set forth in the Court's Order Granting Final Approval.

1           17.     The Class in this action is defined and consists of all non-exempt California  
2 employees who worked for Defendants in California at any time between April 15, 2017 and  
3 December 14, 2023. Ruth S. Friis, Roberta J. Mooney, and Lauren Tallichet opted out of the  
4 Settlement.

5           18.     Aggrieved Employees are all persons employed by Defendants in California  
6 between April 21, 2020 to December 14, 2023.

7           19.     With the exception of Ruth S. Friis, Roberta J. Mooney, and Lauren Tallichet,  
8 Plaintiff, the Class, and the Aggrieved Employees shall take nothing from the Defendants and  
9 Released Parties except as set forth in the Settlement Agreement and Order Granting Final  
10 Approval.

11          20.     All Class Members, with the exception of Ruth S. Friis, Roberta J. Mooney, and  
12 Lauren Tallichet, and all Aggrieved Employees are bound by this Judgment.

13          21.     Effective on the date when Defendants fully fund the Gross Settlement Amount, all  
14 Class Members, on behalf of themselves and their respective former and present representatives,  
15 agents, attorneys, heirs, administrators, successors and assigns and estates (except Ruth S. Friis,  
16 Roberta J. Mooney, and Lauren Tallichet), are deemed to release Defendants and any of their  
17 former or present parents, subsidiaries, investors, partners, owners, predecessors or successors,  
18 and all agents, employees, officers, directors, shareholders, members, managers, holding  
19 companies, insurers, and attorneys thereof (“Released Parties”) from any and all claims, debts,  
20 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, interest,  
21 restitution, penalties, actions or causes of action, and liabilities of any nature whatsoever,  
22 including costs, expenses, penalties, and attorneys’ fees, in law or equity, for causes of action  
23 alleged in the Operative Complaint and for any other claims or causes of action that could have  
24 been alleged based upon the facts alleged in the Operative Complaint (“Released Claims”). The  
25 Released Claims include, without limitation, claims for failure to pay minimum wage and  
26 overtime compensation, provide meal periods, provide rest breaks, pay wages timely upon  
27 discharge or termination, provide accurate itemized wage statements, reimburse for necessary  
28 business expenses including but not limited to water and tools, failure to pay overtime at the

1 correct rate of pay, failure to include bonuses in the regular rate of pay, failure to pay prevailing  
2 wages for work subject to prevailing wage requirements and failure to pay for all hours worked  
3 due to rounding, and claims for violation of the Unfair Competition Law, Bus. & Prof. Code  
4 section 17200, for the foregoing alleged violations, as well as any other state or federal law,  
5 statute, regulation, or ordinance imposing liability and/or obligations that could be brought based  
6 on the factual allegations in the Operative Complaint. This release applies to any such claims  
7 arising during the Class Period, which is April 15, 2017 to December 14, 2023. Except as set  
8 forth in paragraph 19 below, Class Members do not release any other claims, including claims for  
9 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,  
10 unemployment insurance, disability, social security, workers' compensation or claims based on  
11 facts occurring outside the Class Period.

12           22.     Effective on the date when Defendants fully fund the Gross Settlement Amount, all  
13 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former  
14 and present representatives, agents, attorneys, heirs, administrators, successors and assigns and  
15 estates, Defendants and the Released Parties from any and all claims, debts, liabilities, demands,  
16 obligations, guarantees, costs, expenses, penalties, attorneys' fees, damages, actions or causes of  
17 action, and liabilities of any nature whatsoever for civil penalties that could have been recovered  
18 under PAGA for violations of the Labor Code as alleged in Plaintiff's letters to the LWDA dated  
19 April 21, 2021 and May 31, 2023 and the Operative Complaint, or based on the facts alleged in  
20 Plaintiff's letters to the LWDA and the Operative Complaint, including claims for failure to pay  
21 minimum wage and overtime compensation, provide meal periods, provide rest breaks, pay wages  
22 timely upon discharge or termination, provide accurate itemized wage statements, reimburse for  
23 necessary business expenses including but not limited to water and tools, failure to pay overtime at  
24 the correct rate of pay, failure to include bonuses in the regular rate of pay, failure to pay  
25 prevailing wages for work subject to prevailing wage requirements, and failure to pay for all hours  
26 worked due to rounding. This release applies to any such claims for civil penalties under PAGA  
27 arising during the PAGA Period (i.e., April 21, 2020 to December 14, 2023) but does not apply to  
28 the underlying wage-and-hour claims.

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18. Without affecting the finality of this Judgment, the Court retains exclusive and continuing jurisdiction over the litigation solely for purposes of (i) enforcing the Settlement Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

**IT IS SO ORDERED.**



Dated:           1 FEB 2021          

Stuart M. Rice / Judge

HONORABLE STUART M. RICE  
JUDGE OF THE SUPERIOR COURT OF  
THE STATE OF CALIFORNIA



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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the county of Los Angeles, State of California. I am over the age of 18, and my business address is 1156 E. Green Street, Suite 200, Pasadena, California 91106.

On June 3, 2024, I served the document described as **[PROPOSED] JUDGMENT** on the following interested parties and/or their counsel in this action by the method(s) noted below:

Nicole R. Roysdon  
Michaela P. Delacruz  
WILSON TURNER KOSMO LLP  
402 West Broadway, Suite 1600  
San Diego, California 92101  
Telephone: (619) 236-9600  
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Emails: nroysdon@wilsonturnerkosmo.com  
mdelacruz@wilsonturnerkosmo.com

Attorneys for Defendants LANDCARE USA LLC and LANDCARE HOLDINGS, INC.

- (BY FIRST CLASS MAIL):** I caused an envelope containing the above-described document to be deposited in the United States mail at Pasadena, California. The envelope was mailed with postage thereon fully prepaid.
- (BY FACSIMILE):** I sent the above-described document via facsimile to the office of the above addressee(s) at the above-noted fax number(s).
- (BY EMAIL):** The above-described document was emailed to the above addressee(s)' email address(es) as full and complete service pursuant to California Code of Civil Procedure § 1010.6(a).
- (BY ELECTRONIC SERVICE):** I caused the above-described document to be served electronically via Case Anywhere (authorized and court-approved Electronic Filing Service Provider).
- (BY PERSONAL SERVICE):** I personally served the above-described document to the above addressee(s) on this day.
- (STATE):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 3, 2024, at Pasadena, California.

  
\_\_\_\_\_  
MICHAELA MURPHY