

EFS-020

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 249834 NAME: Kane Moon (249834); Allen Feghali (301080); Julie Sohyun Oh (SBN 341157) FIRM NAME: Moon Law Group, PC STREET ADDRESS: 725 S. Figueroa St., 31st Floor CITY: Los Angeles STATE: CA ZIP CODE: 90017 TELEPHONE NO.: (213) 232-3128 FAX NO.: (213) 232-3125 E-MAIL ADDRESS: kmooon@moonlawgroup.com ATTORNEY FOR (name): Rufino Marquez and Santos Sanchez	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 191 North First Street MAILING ADDRESS: 191 North First Street CITY AND ZIP CODE: San Jose 95113 BRANCH NAME: Downtown Superior Court	
PLAINTIFF/PETITIONER: Rufino Marquez and Santos Sanchez DEFENDANT/RESPONDENT: NewPath Landscape Services Inc. OTHER:	CASE NUMBER: 23CV413336
PROPOSED ORDER (COVER SHEET)	JUDICIAL OFFICER: Theodore C. Zayner
	DEPT: 19

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Theodore C. Zayner

2. Title of the proposed order:
[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement
 - b. Date and time: July 29, 2026 at 1:30 p.m.
 - c. Place: Department 19 at 191 North First Street San Jose, California 95113

4. The proposed order was served on the other parties in the case.

Kane Moon

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:
Marquez v. NewPath Landscape Services Inc

CASE NUMBER:
23CV413336

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*): 725 S. Figueroa St., 31st Floor Los Angeles, CA 90017

b. My electronic service address is (*specify*): kcastillo@moonlawgroup.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*): Nicholas Deming; Ayushi Neogi; Vanessa Santellan; Marisol Franco

c. On (*date*): August 5, 2026 ndeming@grsm.com; aneogi@grsm.com; vsantellan@grsm.com; mfranco@grsm.com

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date: August 5, 2026

Karen Castillo

(TYPE OR PRINT NAME OF DECLARANT)



/s/ Karen Castillo

(SIGNATURE OF DECLARANT)

Filed
August 11, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
23CV413336
By: afloresca

8/11/2026 11:28:24 AM

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Attorneys for Plaintiffs *Rufino Marquez*
and Santos Sanchez

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

RUFINO MARQUEZ, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

NEWPATH LANDSCAPE SERVICES INC, a
California Corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 23CV413336

[Honorable Theodore C. Zayner,
Department 19]

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: July 29, 2026

Time: 1:30 p.m.

Dept: 19

Complaint Filed: March 30, 2023

Trial Date: Not Set

1 **[PROPOSED] FINAL APPROVAL ORDER**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On January 22, 2026, the Court entered an Order which granted Plaintiffs' Motion for
4 Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification,
5 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between Plaintiff Rufino Marquez ("Plaintiff Marquez") and Plaintiff
8 Santos Sanchez ("Plaintiff Sanchez") (collectively "Plaintiffs") and Defendant NewPath Landscape
9 Services Inc. ("Defendant") (together with Plaintiffs, the "Parties"), in accordance with the Parties'
10 Class Action and PAGA Settlement Agreement and Class Notice and Addendum to Class Action and
11 PAGA Settlement Agreement and Class Notice (together, the "Settlement"). The Settlement is
12 attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiffs' Motion for Final
13 Approval of Class Action and PAGA Settlement.

14 The Court now has before it Plaintiffs' Motion for Final Approval of Class Action and PAGA
15 Settlement, including a motion for payment of the Class Counsel Fees Payment, Class Counsel
16 Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses
17 Payment, and PAGA Penalties, and whether the Settlement should be finally approved as fair,
18 reasonable, and adequate as to Class Members (collectively "Motion for Final Approval"), as well
19 as a [Proposed] Final Approval Order.

20 Due and adequate notice having been given to Class Members, and the Court having reviewed
21 the Settlement and duly considered Plaintiffs' Motion for Final Approval, the supporting declarations
22 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
23 any oral argument, good cause appearing, and in conformity with the Court's July 29, 2026 Minute
24 Order attached hereto as **Exhibit 1**,

25 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

26 1. The Court, for purposes of this Final Approval Order, refers to all terms and
27 definitions as set forth in the Settlement.

28 2. Plaintiffs' Motion for Final Approval came before Department 19 of this Court, the

1 Honorable Theodore C. Zayner presiding, on July 29, 2026.

2 3. The Court finds that the Settlement was made and entered into in good faith, the terms
3 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
4 investigation conducted by Plaintiffs and their counsel of record (“Class Counsel”); is the result of
5 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
6 meets the requirements for final approval. In so finding, the Court has considered all the evidence
7 presented, including evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and
8 complexity of the claims presented; the likely duration of further litigation; the settlement amount
9 offered; the extent of investigation and discovery completed; and the experience and views of Class
10 Counsel. The Court has further considered the absence of any objections and the absence of any
11 request for exclusion from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiffs’
12 Motion for Final Approval and **ORDERS** Judgment to be entered in accordance with the terms
13 herein.

14 4. The Court certifies, for settlement purposes only, the following class (“Class
15 Members”): all current or former hourly non-exempt employees who worked for Defendant in the
16 State of California from March 30, 2019, to June 17, 2025. (Settlement, ¶¶ 1.5, 1.12.)

17 5. The release of the Released PAGA Claims shall bind the following individuals
18 (“Aggrieved Employees”): all current or former hourly non-exempt employees who worked for
19 Defendant in the State of California from March 30, 2022, to June 17, 2025. (Settlement, ¶¶ 1.4, 1.31.)

20 6. The Court finds that Plaintiffs have exhausted all administrative remedies required
21 to bring the PAGA claims asserted in this Action and are authorized to act as private attorneys
22 general with respect to the PAGA claims being released under the Settlement. The Court further
23 finds that pursuant to California Labor Code section 2699(l)(2), the California Labor and Workforce
24 Development Agency (“LWDA”) was given timely notice of the Settlement, has not objected, and is
25 therefore bound by this Final Approval Order.

26 7. The deadline to submit a Request for Exclusion or to submit written Objections to the
27 Settlement was April 20, 2026.

28 8. No Request for Exclusion was received. Accordingly, 520 Class Members remain in

1 the Class and are bound by this Final Approval Order and the accompanying Judgment.

2 9. The Court finds that a full opportunity has been afforded to Class Members to object
3 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
4 opportunity to object to the Settlement. No written Objections were received, and no Class Members
5 appeared at the Final Approval Hearing to present any Objections.

6 10. The Class Notice, which was attached as Exhibit A to the Settlement and provided to
7 the Class pursuant to the plan for distribution described under the Settlement, conformed with the
8 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
9 practicable under the circumstances, by providing individual and adequate notice of the proceedings
10 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
11 requirements of due process and provided the Class Members with adequate instructions and a variety
12 of means to obtain additional information.

13 11. Effective on the date when Defendant fully funds the entire Gross Settlement
14 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
15 Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released
16 Parties as follows: (Settlement, ¶ 5.):

17 a. “Released Parties” means: Defendant, its predecessors, successors, parent
18 companies, related entities, subsidiaries, affiliates, investors, management
19 companies, franchisees, owners, attorneys, vendors, and assigns, and their
20 directors, officers, members, investors, trustees, employees, agents, insurers, and
21 re-insurers, whether in their individual or official capacities. (*Id.* at ¶ 1.42.)

22 b. Plaintiff’s Release. In consideration for the promises set forth in the Settlement,
23 Plaintiffs, individually and collectively, do hereby for himself, herself, and
24 themselves, and for his, her, and their spouses, heirs, representatives, agents,
25 attorneys, executors, administrators, successors, and assigns release, acquit,
26 remise, and forever discharge the Released Parties from any and all claims,
27 demands, rights, liabilities and causes of action of every nature and description
28 whatsoever, known or unknown, asserted or that might have been asserted,

1 whether in tort, contract, or for violation of any state or federal statute, rule or
2 regulation arising out of, relating to, or in connection with any act or omission by
3 or on the part of any of the Released Party committed or omitted prior to the
4 execution hereof (“Plaintiffs’ Release”). (*Id.* at ¶ 5.1.1.)

- 5 1) The Parties agree that Plaintiffs’ Release includes but is not limited to,
6 claims for breach of any implied or express contract or covenant; claims
7 for promissory estoppel; claims of entitlement to any pay, including
8 unpaid wages and overtime, meal period and rest break premium pay,
9 PAGA civil penalties that are alleged in Plaintiffs’ Operative Complaint
10 and PAGA Letters, including Labor Code sections §§ 201, 202, 203,
11 204, 210, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194,
12 1194.2, 1197, 1198 that accrued during the PAGA Period, any other
13 wage- and-hour claims; claims of wrongful denial of insurance and
14 employee benefits; claims for wrongful termination, retaliatory
15 discharge, or public policy violations of whatever kind or nature;
16 defamation, invasion of privacy, fraud, misrepresentation, emotional
17 distress, or other common law or tort matters; claims of harassment,
18 retaliation or discrimination based on age, race, color, religion, gender,
19 sex, sexual orientation, national origin, ancestry, physical or mental
20 disability, medical condition, pregnancy, marital status, or any other
21 protected classification; failure to accommodate and failure to engage in
22 the interactive process; whistleblower claims; claims under the
23 California Labor Code, Government, Business and Professions, and
24 Health and Safety Codes; claims based upon the California Constitution;
25 claims based on any federal, state, or other governmental statute,
26 regulation, or ordinance, including, without limitation, the California
27 Confidentiality of Medical Information Act, the California Fair
28 Employment & Housing Act, the California Unfair Business Practice

1 Act, California Wage Orders, the California Family Rights Act, Title
2 VII of the Civil Rights Act, the Fair Labor Standards Act, the Americans
3 with Disabilities Act, the Older Workers Benefit Protection Act and Age
4 Discrimination in Employment Act of 1967, the Labor Management
5 Relations Act, and the Family Medical Leave Act, all as amended. (*Id.*
6 at ¶ 5.1.2.)

7 2) Plaintiffs' Release does not extend to any claims or actions to enforce
8 the Settlement, or to any claims for vested benefits, unemployment
9 benefits, disability benefits, social security benefits, or workers'
10 compensation benefits that arose at any time. Plaintiffs, individually and
11 collectively, acknowledge that Plaintiffs, or either of them, may discover
12 facts or law different from, or in addition to, the facts or law that
13 Plaintiffs now know or believe to be true, but agree, nonetheless, that
14 Plaintiffs' Release shall be and remain effective in all respects,
15 notwithstanding such different or additional facts are discovered
16 hereafter. (*Id.* at ¶ 5.1.3.)

17 3) Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.
18 For the purpose of implementing a full and complete release, as set forth
19 in Plaintiffs' Release, Plaintiffs stipulate and agree that they are not due
20 and owed any additional monies and expressly waives and relinquishes,
21 to the fullest extent permitted by law, the provisions, rights and benefits
22 of section 1542 of the California Civil Code, or any other provision
23 under federal or state law. Plaintiffs, individually and collectively,
24 expressly acknowledge that the general release set forth in the
25 Settlement is intended to include in its effect, Plaintiffs release of the
26 Released Parties from all claims, demands, rights, liabilities and causes
27 of action of every nature and description whatsoever, known or
28 unknown, asserted or that might have been asserted, whether in tort,

1 contract, or for violation of any state or federal statute, rule or regulation
2 arising out of, relating to, or in connection with any act or omission by
3 or on the part of any of the Released Party committed or omitted prior
4 to the execution hereof. In furtherance of this settlement, Plaintiffs,
5 individually and collectively, stipulate and agree that they are not due
6 and owed any additional monies and expressly waive and relinquish, to
7 the fullest extent permitted by law, the provisions, rights and benefits of
8 section 1542 of the California Civil Code, or any other provision under
9 federal or state law, which provides: A general release does not extend
10 to claims that the creditor or releasing party does not know or suspect to
11 exist in his or her favor at the time of executing the release, and that if
12 known by him or her would have materially affected his or her
13 settlement with the debtor or Released Party. (*Id.* at ¶ 5.1.4.)

14 4) In addition, except as otherwise provided for herein by the terms of the
15 settlement, Plaintiffs and Defendant waive any and all claims for fees,
16 costs, indemnity, or contribution against Plaintiffs, any Class Member,
17 Class Counsel, or Defendant or its counsel. (*Id.* at ¶ 5.1.5.)

18 c. Release by Participating Class Members: Upon the effective date of the
19 Settlement and full funding of the Gross Settlement Amount by Defendant, all
20 Class Members release Defendant, its predecessors, successors, parent
21 companies, related entities, subsidiaries, affiliates, investors, management
22 companies, franchisees, owners, attorneys, vendors, and assigns, and their
23 directors, officers, members, investors, trustees, employees, agents, insurers, and
24 re-insurers, whether in their individual or official capacities, (“Released Parties”)
25 of all claims that were asserted in the Operative Complaint, or that arise from or
26 reasonably could have been asserted, based on any of the facts, circumstances,
27 transactions, events, occurrences, acts, disclosures, statements, omissions or
28 failures to act alleged in Plaintiffs’ Operative Complaint, regardless of whether

1 such claims arise under federal, state and/or local law, statute, ordinance,
2 regulation, common law, or other source of law (“the Released Claims”). (*Id.* at ¶
3 5.2.) The Released Claims specifically include, but are not limited to Labor Code
4 §§ 201, 202, 203, 204, 226, 512, 1194, 1194.2, 1197, 1198, 2802 and the related
5 IWC Wage Orders and Business & Professions Code §§ 17200, et seq., and
6 include claims based on alleged violations of these Labor Code and Wage Order
7 provisions) and all other claims, such as those under the California Labor Code,
8 Wage Orders, regulations, and/or other provisions of law, that could have been
9 pleaded based on the facts asserted in the Action, including: (1) failure to
10 minimum and straight time wages; (2) failure to pay overtime wages; (3) failure
11 to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure
12 to indemnify necessary business expenses; (6) failure to timely pay final wages
13 at termination; (7) failure to provide itemized wage statements; (8) all related
14 violations of California’s unfair competition law; and (9) interest, fees, and costs
15 (“Released Claims”). (*Id.*) The enumeration of these specific statutes shall neither
16 enlarge nor narrow the scope of res judicata based on the claims that were asserted
17 in the Action or could have been asserted in the Action based on the facts and
18 circumstances alleged in any Complaint on file in the Action. (*Id.*)

19 d. Release by LWDA: Plaintiffs acting as a proxy for the LWDA shall agree to
20 release any and all claims for PAGA civil penalties that are alleged in Plaintiffs’
21 Operative Complaint and PAGA Letters, including Labor Code sections §§ 201,
22 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
23 1194, 1194.2, 1197, 1198, (the “Released PAGA Claims”). (*Id.* at ¶ 5.3.) The
24 Released PAGA Claims are those that accrued during the PAGA Period. (*Id.*)

25 12. The Parties shall bear their own respective attorneys’ fees and costs, except as
26 otherwise provided for in the Settlement and approved by the Court.

27 13. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
28 the methodology used to calculate Individual Class Payments and Individual PAGA Payments to

1 Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. Thus,
2 the Court authorizes the Administrator to calculate and pay individual settlement shares in
3 accordance with the terms of the Settlement.

4 14. Defendant shall fund the Gross Settlement Amount **(\$650,000.00)** in two (2)
5 installments. The first installment of \$325,000.00 shall be made within sixty (60) days after the Court
6 enters the Order & Judgment granting Final Approval of the settlement. The remainder of the funds,
7 the second installment of \$325,000.00, shall be made within six (6) months after the Court enters the
8 Order & Judgment granting Final Approval of the settlement.

9 15. No later than 14 days after Defendant funds the Gross Settlement Amount, the
10 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
11 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
12 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
13 Payment(s).

14 16. A total amount of \$65,000.00 shall be allocated as the “PAGA Penalties,” payable
15 from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as
16 follows: 75% **(\$48,750.00)** to the LWDA (“the LWDA PAGA Payment”) and 25% **(\$16,250.00)** to
17 Aggrieved Employees (the “Individual PAGA Payments”).

18 17. The Court finds Plaintiffs have adequately represented the Class and therefore
19 confirms the appointment of Plaintiffs as the Class Representatives, for settlement purposes only. In
20 addition to any recovery that Plaintiffs are eligible to receive as a Participating Class Member and
21 Aggrieved Employee, the Court approves and orders a service payment to Plaintiff Marquez in the
22 amount of **\$7,500.00** and a service payment to Plaintiff Sanchez in the amount of **\$5,000.00**
23 (collectively “Class Representative Service Payment(s)”), payable from the Gross Settlement
24 Amount, for their significant contributions and participation throughout all stages of the litigation,
25 for the risks and duties attendant to their role as the Class Representative, and for their general release
26 of claims against the Released Parties.

27 18. The Court confirms the appointment of Moon Law Group, PC, as Class Counsel, for
28 settlement purposes only, as they are experienced in wage and hour class action litigation, have no

1 apparent conflicts of interest with Plaintiffs, other Class Members, the *cy pres* beneficiary, or the
2 Administrator, and have adequately represented Class interests. The Court approves and orders the
3 payments to Class Counsel, payable from the Gross Settlement Amount, of **\$216,666.66** for
4 reasonable attorneys' fees (the "Class Counsel Fees Payment"), and **\$15,336.61** for reimbursement
5 of out-of-pocket costs (the "Class Counsel Litigation Expenses Payment"). The Court finds that these
6 amounts are reasonable considering the benefits provided to the Class.

7 19. The Court confirms the appointment of ILYM Group Inc. as the Administrator, who
8 has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
9 Settlement Administrator of **\$8,850.00** ("Administration Expenses Payment"), payable from the
10 Gross Settlement Amount, for settlement administration.

11 20. The Court confirms the designation of Legal Aid at Work as the appropriate *cy pres*
12 beneficiary of any uncashed settlement checks, pursuant to California Code of Civil Procedure
13 section 384. Following the expiration of the 180-day check-cashing deadline, the Settlement
14 Administrator shall transmit the funds represented by such uncashed settlement checks to Legal Aid
15 at Work.

16 21. In accordance with California Rule of Court 3.771(b), notice of the concurrently
17 filed Judgment will be given to the Class by the Administrator, who will post an electronic copy
18 on its website for no less than ninety (90) calendar days following entry thereof.

19 22. This Final Approval Order and the concurrently filed Judgment are intended to be a
20 final disposition of the Action in its entirety and are intended to be immediately appealable.

21 23. The obligations set forth in the Settlement are deemed part of this Final Approval
22 Order and the concurrently filed Judgment, and the Parties and the Administrator are ordered to
23 carry out the Settlement according to its terms and provisions.

24 24. Following entry of the concurrently filed Judgment, and without affecting the finality
25 thereof, pursuant to California Rules of Court Rule 3.769, *et seq.* and California Code of Civil
26 Procedure section 664.6, the Court shall retain jurisdiction over the Parties, Action, and the
27 Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing
28 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted

1 by law.

2 25. The Settlement is finally approved but is not an admission by Defendant of the
3 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
4 law. Neither the Settlement nor any related document shall be offered or received in evidence in
5 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
6 necessary to consummate or enforce the Settlement.

7 26. The Court sets a Compliance Hearing on March 24, 2027 at 2:30 p.m. in Department 5.

8 **IT IS SO ORDERED.**

9 DATE: August 10, 2026


THE HON. THEODORE C. ZAYNER
Judge of the Superior Court, Santa Clara County

EXHIBIT 1



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

MINUTE ORDER

Marquez v. Newpath Landscape Services, Inc. (Class
Action/PAGA)

23CV413336

Date of Hearing: 07/29/2026

Hearing Start Time: 1:30 PM

Hearing Type: Hearing: Motion hearings

Heard By: Zayner, Theodore C

Court Reporter:

Location: Department 19

Courtroom Clerk: F. Bryant

Court Interpreter:

Court Investigator:

Parties Present:

Future Hearings:

- Motion for Final Approval by Plt (Kane Moon) **reset from 7-8-26 per Judge*

No appearance.

No one has contested the Tentative Ruling.

The Tentative Ruling is adopted. See below for ruling.

Calendar Line 4

Case Name: Marquez v. Newpath Landscape Services, Inc.

Case No.: 23CV413336

This is a putative class and representative action arising from alleged wage and hour violations. The parties have reached a settlement, and the Court has granted Plaintiffs' motion for preliminary approval of the settlement. Before the Court is Plaintiffs' motion for final approval of the settlement, and the motion is unopposed. As discussed below, the Court GRANTS the motion and sets a compliance hearing for March 24, 2027, at 2:30 p.m. in Department 5.

I. Legal Standard

"In general, questions whether a settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 234-235, disapproved of on other grounds by Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260.) The trial court is free to engage in a balancing and weighing of factors depending on the circumstances of each case. Id. at p. 245.) The most important factor is the strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (See Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 130.) A presumption of fairness exists where: "(1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (Wershba, supra, 91 Cal.App.4th at p. 245.) Labor Code section 2699, subdivision (l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" the Private Attorneys General Act ("PAGA"). The trial court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." (Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56, 76-77.) A PAGA settlement may be substantially discounted, and courts often exercise their discretion to award PAGA penalties below the statutory maximum. (Carrington v. Starbucks Corp. (2018) 30 Cal.App.5th 504, 529;



SUPERIOR COURT OF CALIFORNIA COUNTY OF SANTA CLARA

MINUTE ORDER

Amaral v. Cintas Corp. No. 2 (2008) 163 Cal.App.4th 1157, 1213.)

II. Terms and Administration of Settlement

A. Settlement Terms

This case has been settled on behalf of the following class:

All current and former hourly-paid or non-exempt employees of Defendant in California during the Class Period [March 30, 2019 through June 17, 2025].

(Declaration of Kane Moon in Support of Motion for Preliminary Approval, Ex. 2 ("Agreement"), 1.5, 1.12.) The settlement includes a subset PAGA class of Aggrieved Employees, defined as: "[a]ll hourly-paid, non-exempt employees of Defendant who worked for Defendant in the State of California during the PAGA Period [March 30, 2022 through June 17, 2025]." (Id. at 1.4, 1.31.)

Defendant will pay a non-reversionary gross settlement amount of \$650,000, and this amount includes: attorney fees of up to one-third of the gross settlement amount (i.e., \$216,666.66); litigation costs according to proof; PAGA penalties of \$65,000 (75 percent of which, or \$48,750, will be paid to the LWDA and 25 percent of which, or \$16,250, will be paid to Aggrieved Employees as individual PAGA payments); service payments of up to \$7,500 to Plaintiff Marquez and up to \$5,000 to Plaintiff Sanchez; and settlement administration costs up to \$8,850.

(Agreement, 3.3.1-3.3.5.) The net settlement amount will be distributed to participating class members on a pro-rata basis according to the number of workweeks they were employed by Defendant, and individual PAGA payments will be distributed according to the number of pay periods worked. (Id. at 3.3.4, 3.3.5.1.) At preliminary approval the Court approved and appointed ILYM Group, Inc. ("ILYM") as settlement administrator and approved the designation of Legal Aid at Work as the cy pres recipient of funds from settlement checks that remain uncashed 180 days after mailing. (Id. at 4.4.3.)

In exchange for the settlement, the class members agree to release Defendant and related entities and persons from "all claims that were asserted in the Operative Complaint, or that arise from or reasonably could have been asserted, based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in Plaintiffs' Operative Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law." (Agreement, 5.2.) Aggrieved Employees will be deemed to release "any and all claims for PAGA civil penalties that are alleged in Plaintiffs' Operative Complaint and PAGA Letters," to the extent those claims accrued during the PAGA Period. (Id. at 5.3.) The release provisions are appropriately tailored to the factual allegations of the operative pleading. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538.)

B. Administration of Settlement

In its order granting preliminary approval, the Court approved ILYM as settlement administrator. ILYM received the class data from Defendant on February 3, 2026. The class data identified 520 class members who worked 33,282 workweeks during the Class Period, and 352 Aggrieved Employees who worked 9,330 pay periods during the PAGA Period. (Declaration of Nathalie Hernandez ("Hernandez Decl."), 4-5.) After running the addresses against the National Change of Address database, ILYM mailed the notice packet, in English and Spanish, to all 520 class members on February 19, 2026. (Id. at 6-7 and Ex. A.) The deadline to request exclusion or object was April 20, 2026. As of the date of Ms. Hernandez's declaration, ILYM had received zero requests for exclusion and zero objections. (Id. at 11-13.) ILYM estimates that the average individual class payment will be approximately \$625.75. The notice process has now been completed.

At preliminary approval, the Court found the settlement to be fair and reasonable and within the range of possible approval. Given the absence of any objection, the Court finds no reason to deviate from its earlier finding. Accordingly, the Court finds that the settlement is fair and reasonable for purposes of final approval.

III. Service Awards, Attorney Fees and Costs



SUPERIOR COURT OF CALIFORNIA COUNTY OF SANTA CLARA

MINUTE ORDER

Plaintiff Marquez seeks a service award of \$7,500 and Plaintiff Sanchez seeks a service award of \$5,000. Each has provided a declaration describing his participation in the litigation, the reputational risk he undertook in suing an employer, and his understanding of the duties of a class representative, and each estimates that he devoted 25 to 30 hours to the case. (Declaration of Rufino Marquez, 17-26; Declaration of Santos Sanchez, 17-26.) The Court finds that service awards are justified and that the amounts requested are reasonable. The service awards are approved in the amounts requested.

Class Counsel seek an attorney fee award of \$216,666.66, which is one third of the gross settlement amount and the maximum permitted by the Agreement. (Memorandum, pp. 16-19; Moon Decl., 64-77.) Counsel reports a lodestar of \$130,675 for 172.6 hours billed by five attorneys of Moon Law Group, PC at rates ranging from \$450 to \$950 per hour, a blended rate of approximately \$757 per hour, and they do not include in that figure the time still to be spent obtaining final approval and overseeing administration. (Moon Decl., 71-72.) The requested fee therefore reflects a multiplier of approximately 1.66, which is within the range of multipliers generally approved by California courts.

The benefits achieved by the settlement justify an award of attorney fees to class counsel. The Court approves an attorney fee award in the requested amount of \$216,666.66.

Class Counsel request reimbursement of litigation costs in the amount of \$15,336.61, and they provide an itemized list in support, the largest single item being an \$8,500 mediation fee. (Memorandum, p. 20; Moon Decl., 15, 78 and Ex. 4.) The Agreement provides for reimbursement of actual costs according to proof, and the amount sought is modestly above the \$14,743.44 that counsel estimated at preliminary approval. The Court approves reimbursement of litigation costs in the requested amount. Settlement administration costs are likewise approved in the requested amount of \$8,850. (Hernandez Decl., 16.)

IV. Conclusion

The Court GRANTS the motion for final approval of the settlement and sets a compliance hearing for March 24, 2027, at 2:30 p.m. in Department 5.

Plaintiffs shall prepare the order in accordance with California Rules of Court, rule 3.1312.

Set for Further Case Management Conference on 3/24/2027 at 2:30 PM in Department 5. [Re: Compliance Hearing]

- Remote Appearance