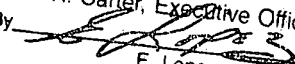


1 (Counsel listed on next page) EA

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FILED
Superior Court of California
County of Los Angeles

MAR 11 2022

Sherri R. Carter, Executive Officer/Clerk
By  Deputy
E. Lopez

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JHONNATAN ROQUE, an individual
and OSCAR MACKORTHY, an
individual, on behalf of themselves and all
others similarly situated;

Plaintiffs,

v.

GREEN FARMS CALIFORNIA, LLC, a
California limited liability company, a
California Corporation, and DOES 1
through 50 inclusive,

Defendants.

Case No. 20STCV27032

EA g
**AMENDED [PROPOSED] ORDER
APPROVING PAGA SETTLEMENT AND
JUDGMENT**

Hearing Date: March 11, 2022

Time: 1:30 p.m.

Judge: Hon. Elaine Lu

Dept.: 26

Complaint filed: July 17, 2020

Trial date: None

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11 JHONNATAN ROQUE and OSCAR MACKORTHY, on behalf of themselves and all others
12 similarly aggrieved employees,

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19 Attorneys for GREEN FARMS CALIFORNIA, LLC

On March 11, 2022, a hearing was held on Plaintiffs Jhonnatan Roque and Oscar Mackorthy's motion for approval of settlement agreement pursuant to California's Private Attorney General Act ("PAGA"). Joshua Park of the Law Offices of Jake D. Finkel appeared for Plaintiffs; Thomas B. Song of CDF Labor Law, LLP appeared for Defendant Green Farms California, LLC.

The Court, having reviewed the Parties' PAGA Settlement Agreement attached as Exhibit "1" to the Declaration of Alexander Perez in Support of Plaintiffs' Motion for Approval of the PAGA Settlement, together with the Joint Stipulation Regarding Submission of Amended [proposed] Order Approving PAGA Settlement and Judgment ("Joint Stipulation") filed concurrently herewith, hereby ORDERS as follows:

1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall have the same meaning as given in the PAGA Settlement Agreement ("Settlement") executed between the Parties on July 7, 2021.

2. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab. Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency ("LWDA") has been given notice of the Settlement. Pursuant to PAGA, on the date the parties filed the motion seeking approval of the Settlement with the Court, Plaintiffs submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court finds and determines that Plaintiffs' notice of the Settlement complied with the statutory requirements of PAGA.

3. The Court confirms approval of the Settlement as to the following group of individuals, collectively referred to as the "PAGA Settlement Group Members":

All current and former non-exempt employees of Green Farms California, LLC, formerly known as Green Farms, Inc., in California who worked for Green Farms California at any time during the period from April 3, 2019 to the date that the Court approves this Settlement.

4. This Court has jurisdiction over the subject matter of this litigation, over all PAGA Settlement Group Members, and over those persons and entities undertaking affirmative obligations under the Settlement.

1 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and
2 adequate. Accordingly, the Court hereby finally and unconditionally approves the Settlement.

3 6. The Court approves the Notice to PAGA Settlement Group Members, Exhibit B to
4 the Settlement Agreement, which provides instructions for PAGA Settlement Group Members to
5 dispute and/or correct their Settlement Share before payments are made.

6 7. The Court finds that each PAGA Settlement Group Member, in accordance with
7 the Settlement, releases the following "Released Claims" against the Released Parties.

8 Any and all individual and representative claims under PAGA of
9 whatever kind or nature, whether known or unknown, arising
10 during the Covered Period based on the facts alleged by Plaintiff in
11 the Action and Plaintiff's notice letter to LWDA, including but not
12 limited to claims under Labor Code sections 201-204, 222, 223,
226, 226.7, 510, 512, 558, 1174, 1194, 1197, 2698, and 2699.3, the
Industrial Welfare Commission Wage Orders, and any resulting
claim for attorneys' fees and costs.

13 8. ~~As to the Released Claims Only, the PAGA Settlement Group Members also~~
14 ~~waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil~~
15 ~~Code.~~ *Ed*

16 9. The Court finds that the Total Settlement Amount, Net Settlement Amount, and
17 the methodology used to calculate and pay each Settlement Share, in accordance with the
18 Settlement, are fair and reasonable.

19 10. The Court authorizes the Settlement Administrator to calculate and pay the
20 Settlement Shares, in accordance with the terms of the Settlement.

21 11. The Court awards the Settlement Administrator in this Action its fees and costs of
22 \$4,200.00, in accordance with the terms of the Settlement Agreement.

23 12. The Court awards to Plaintiff's Counsel in this Action its fees of \$98,333.33 and
24 costs of \$8,225.44, in accordance with the terms of the Settlement Agreement.

25 13. The Court awards a Five Thousand Dollar (\$5,000.00) enhancement payment to
26 each named Plaintiff, for a total of Ten Thousand Dollars (\$10,000.00) as consideration for
27 *named* *wave of their own individual known and unknown wage*
28 *Plaintiffs' service on behalf of the State of California and Aggrieved Employees* *Ed claims*

1 14. The Court approves the allocations and payment of \$295,000 as for the
2 compromise of claims brought under PAGA, to be paid in accordance with the terms of the
3 Settlement. Under the terms of the Settlement, 75% of the Net Settlement Amount will be paid to
4 the State of California Labor Workforce Development Agency ("LWDA Payment"); the
5 remaining amount of the Net Settlement Amount shall be distributed to the PAGA Settlement
6 Group Members in accordance with the terms of the Settlement.

7 15. Checks for the Settlement Shares sent to PAGA Settlement Group Members shall
8 be valid for 180 days after issuance. Funds remaining from any checks for Settlement Shares
9 uncashed after 180 days will be disbursed to the California State Controllers' Office Unclaimed
10 Property Fund.

11 16. Pursuant to Code of Civil Procedure section 664.6, and pursuant to the Parties'
12 Joint Stipulation, the Court retains exclusive and continuing jurisdiction over this Action for
13 purposes of supervising, administering, implementing, interpreting, and enforcing this Order and
14 Judgment, as well as the Settlement.

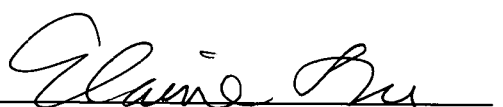
15 17. Nothing in this Order and Judgment or the Settlement shall be construed as an
16 admission or concession by any party. The Settlement and this resulting Order and Judgment
17 simply represent a compromise of disputed allegations.

18 18. Plaintiff is directed to submit a copy of this order to the LWDA within 10 days of
19 the date of this Order. *Plaintiff is to file proof of service of this*

20 19. Within 120 days of the date of this Order, upon satisfaction that the appropriate
21 payments have been made, Plaintiffs are directed to file a Request for Dismissal of the Entire
22 Action with Prejudice.

23 *An OSC re dismissal is set for April 27, 2022 at 8:30 am,*
24 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH ENTERED**
25 **ACCORDINGLY.**

26 DATED: 3/11/22

27 
28 The Honorable Elaine Lu
Los Angeles Superior Court Judge