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Attorney for Plaintiff, VERONICA GONZALEZ,  
PERLA GONZALEZ, and ANICETO SIERRA  
HERNANDEZ, Individually, and on Behalf of  
Other Members of the Public Similarly Situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA – COOK DIVISION

VERONICA GONZALEZ, PERLA  
GONZALEZ, and ANICETO SIERRA  
HERNANDEZ, Individually, and on Behalf of  
Other Members of the Public Similarly  
Situated,

Plaintiff,

vs.

LILY'S GREEN GARDEN, INC., a  
corporation; and DOES 1 through 25,  
inclusive,

Defendants.

CASE NO: 20CV02776

*Assigned for All Purposes to:  
Hon. Jed Beebe – Dept. SM4*

**CLASS ACTION**

**[PROPOSED] ORDER AND JUDGMENT  
GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

**Date:** July 13, 2023

**Time:** 8:30 a.m.

**Dept.:** SM4

*Trial Date: None*

*Complaint filed: August 27, 2020*

VERONICA GONZALEZ, PERLA GONZALEZ, and ANICETO SIERRA  
HERNANDEZ, Individually, and on Behalf of Other Members of the Public Similarly Situated  
("Plaintiff") filed their Motion for Final Approval of Class Action Settlement. The matter came  
on regularly for hearing. Having considered the arguments and papers submitted by all parties, the  
Court grants the Motion, and hereby ORDERS, ADJUDGES AND DECREES as follows:

1. The Court hereby GRANTS full and final approval of the terms and conditions

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA BARBARA  
JUL  
JUN 13 2023  
Darrel E. Parker, Executive Officer  
BY *[Signature]*  
Dawn Young, Deputy Clerk

1 contained in the Settlement Agreement between Plaintiff and Defendant LILY'S GREEN  
2 GARDEN, INC. ("Defendant"). The Settlement Agreement is hereby fully and finally approved  
3 and shall be carried out and effectuated according to its terms and this Order,

4       2.       This Order incorporates by reference the definitions in the Settlement Agreement  
5 and all terms defined therein shall have the same meaning in this Order.

6       3.       The Court finds that the Settlement Agreement and the terms and conditions set  
7 forth therein are fair, reasonable, and adequate and in the best interests of the Class (defined  
8 below). The Court further finds that the Class Members who have not opted out shall be bound by  
9 this settlement, including the release of claims, and the Court concludes that this settlement should  
10 be and is hereby finally approved.

11       4.       For purposes of this settlement only, the Class is defined as: 119 individuals who  
12 were: (a) employed by Lily's Green Garden, Inc. in the state of California as trimmers at any time  
13 between April 6, 2016 and March 16, 2023; and (b) paid on a piece-rate basis

14       5.       The Court finds that notice was given to Class Members of the terms of the  
15 settlement and properly advised the Class Members of the final approval hearing, and that no  
16 objections to the settlement have been made. The Court further finds that the Class Notice, given  
17 by first-class mail, was the best notice under the circumstances and satisfies the requirements of  
18 due process under California Code of Civil Procedure section 382 and applicable law.

19       6.       Except as to rights created by the Settlement Agreement, Plaintiff and each  
20 Participating Class Member fully release and discharge Defendant and its current or former  
21 shareholders, officers, directors, employees, members, agents, representatives, attorneys, insurers,  
22 predecessors, successors, assigns, parent companies, subsidiaries and related entities from all  
23 claims that were pled in this Action or could have been pled (whether in tort, contract or  
24 otherwise) relating to any of the facts, allegations or claims in the Action, as more specifically  
25 identified in the Settlement Agreement, at any time on or before the date of the Court's  
26 Preliminary Approval of the Settlement. Neither the Settlement Agreement nor this Order and  
27 Judgment shall be deemed to release any claims arising from issues that were not litigated and  
28 could not have been litigated as part of the Action.

1           7.     Plaintiff, Class Members, and Defendant shall consummate the settlement in  
2 accordance with the terms of the Settlement Agreement. Except as expressly provided in the  
3 Settlement Agreement, the Released Parties shall not have any further liability arising from this  
4 action for damages, costs, expenses, interest, attorneys' fees, or for any other charge, expense, or  
5 liability.

6           8.     The Court confirms the appointment of the Class Representatives Veronica  
7 Gonzalez, Perla Gonzalez, and Aniceto Sierra Hernandez and their attorney of record, Ruben  
8 Escobedo of the WorkWorld Law firm, to act on behalf of the Class in connection with the  
9 settlement.

10          9.     Defendant shall transmit payment of the Gross Settlement Amount of \$115,000 to  
11 ILYM Group, Inc., as provided in the Settlement Agreement.

12          10.    The Court hereby finds that \$38,333.33 is the amount of reasonable attorneys' fees  
13 and up to \$7,500 is the amount of reasonable costs that should be paid to Class Counsel for all  
14 work done and to be done until the completion of this litigation, and as reimbursement for  
15 reasonable fees and costs incurred in prosecuting this action, and hereby orders the Settlement  
16 Administrator ILYM Group, Inc. to distribute payment of the said amounts from the Gross  
17 Settlement Amount of \$115,000 in accordance with the Settlement Agreement and this Order. All  
18 notices required by the Settlement shall be in both English and Spanish.

19          11.    The Court further orders the Settlement Administrator ILYM Group, Inc. to  
20 distribute payment of the settlement awards to the Class Representative and Participating Class  
21 Members, the Class Representative Payments (in the amount of \$5,000 for Veronica Gonzalez,  
22 \$2,500 for Perla Gonzalez, and \$2,500 for Aniceto Sierra Hernandez), the LWDA payment, the  
23 Settlement Administrator Payment, and payroll/employment taxes in accordance with the  
24 Settlement Agreement.

25          12.    The Court retains continuing jurisdiction as to all matters relating to the  
26 administration and consummation of the settlement as provided in the Settlement Agreement and  
27 all other matters covered in this Order and Judgment.

28          13.    Nothing in this Order shall preclude any action to enforce Defendant's obligations

1 under the Settlement Agreement, including the requirement that it make payments to the Class in  
2 accordance with the terms of the Settlement Agreement.

3 14. Upon entry of this Order, judgment shall be deemed entered herein and, except as  
4 otherwise provided in the Settlement Agreement, Plaintiff, the Class, and Class Counsel shall bear  
5 their own attorneys' fees, costs, and expenses incurred by them in or arising out of the lawsuit and  
6 shall not seek reimbursement thereof from the Released Parties.

7 16. To give notice of this Order to the Class following entry of the same, the  
8 Settlement Administrator shall post a copy of this Order on its Settlement Administrator's website,  
9 www.ilymgroup.com, as indicated in the Notice of Class Action Settlement previously mailed to  
10 the Class Members.

11 15. The parties' Settlement Agreement shall not constitute an admission of liability or  
12 fault by Defendant or the Released Parties, or a finding as to the validity of any claim in the  
13 lawsuit or of any wrongdoing or violation of law by Released Parties. The Settlement Agreement  
14 is not a concession by anyone and, to the extent permitted by law, neither this Order, Judgment,  
15 nor any of the Settlement Agreement's terms or provisions, nor any of the negotiations or  
16 proceedings connected thereto, shall be offered as evidence or received in evidence in any pending  
17 or future civil, criminal, or administrative action or proceeding to establish any liability of, or  
18 admission by, the Released Parties. Notwithstanding the foregoing, nothing in this Order and  
19 Judgment shall be interpreted as prohibiting the use of this Order and Judgment in a proceeding to  
20 consummate or enforce the Settlement Agreement or this Order and Judgment, or as otherwise  
21 required by law.

22 Having granted final approval of the Settlement Agreement between the parties in the  
23 above-entitled action as set forth above, this Court HEREBY ORDERS, ADJUDGES AND  
24 DECREES that Judgment in this matter is entered in accordance with the Settlement Agreement  
25 and this Order.

26 IT IS SO ORDERED.

27 DATED: 7/13/2023

28   
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT  
JED BEEBE