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8 and all others similarly situated and aggrieved,
9

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAY 21 2025

BY 
VALERIE URUENA, DEPUTY

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SAN BERNARDINO**

12
13 DAVID ORTIZ, an individual; JOSUE
14 GASTELUM, an individual; on behalf of
themselves and all others similarly situated,
15 and on behalf of all other aggrieved employees
under the Labor Code Private Attorneys
16 General Act of 2004,

CASE NO.: CIVDS2023754

[Assigned for all purposes to the Hon.
Christian Towns in Dept. S26]

[PROPOSED] JUDGMENT

17 Plaintiffs,

18 v.
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20 ROLLING GREEN, INC., a California
corporation; and DOES 1 through 100,
21 inclusive,

22 Defendants.
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1 JUDGMENT

2 Pursuant to the Order Granting Final Approval of the Class and Representative Action
3 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 Motion
5 for Final Approval of Class and Representative Action Settlement ("Order Granting Final
6 Approval") and the parties' Joint Stipulation Re: Settlement of Class and Representative Actions
7 ("Settlement," "Agreement" or "Settlement Agreement"). All terms used herein shall have the same
8 meaning as defined in the Settlement Agreement.

9 2. The "Settlement Class" ("Settlement Class Members" or "Class Members") means all
10 persons currently or formerly employed by defendant Rolling Green, Inc. ("Defendant"), either
11 directly or through any subsidiary, staffing agency, or professional employer organization, as
12 hourly-paid, non-exempt employees at any time during the period from September 8, 2017, through
13 December 7, 2023 ("Class Period") in the State of California.

14 3. "Aggrieved Employees" means all persons currently or formerly employed by
15 Defendant, either directly or through any subsidiary, staffing agency, or professional employer
16 organization, as non-exempt, hourly-paid employees during the period from September 24, 2019
17 through the end of the Class Period ("PAGA Period") in the State of California.

18 4. Zero (0) Class Members opted out of the Settlement, zero (0) Class Members objected
19 to the Settlement, and zero (0) submitted any Workweek disputes.

20 5. Defendant shall have two (2) calendar years to fund the Gross Settlement Amount, in
21 twenty-four (24) equal monthly installment payments to the Settlement Administrator beginning
22 January 2024, including Employer Taxes pursuant to Internal Revenue Code section 1.468B-1, for
23 deposit in an interest-bearing qualified settlement account ("QSA") with an FDIC insured banking
24 institution, for distribution in accordance with the Agreement and the Court's Orders and subject to
25 the conditions described in the Agreement. The last installment will include Defendant's share of
26 taxes owed on the wages portion of the settlement.

27 6. Within fourteen (14) calendar days after payment of the full Gross Settlement Amount
28 and Employer Taxes by Defendant, or as soon thereafter as practicable, the Settlement Administrator

1 shall distribute all payments due from the QSA for: (1) the Incentive Awards to Plaintiffs, as
2 specified in the Agreement and approved by the Court; (2) the Attorneys' Fees and Cost Award to
3 be paid to Class Counsel, as specified in the Agreement and approved by the Court; (3) the
4 Settlement Administrator Costs, as specified in the Agreement and approved the Court; (4) the
5 LWDA Payment, as specified in the Agreement and approved by the Court; (5) Individual PAGA
6 Payments to Aggrieved Employees, as specified in the Agreement and approved by the Court; and
7 (6) Individual Settlement Payments to Participating Class Members, less applicable taxes and
8 withholdings, as specified in the Agreement and approved by the Court. All interest accrued shall
9 be for the benefit of the Class Members and distributed on a *pro rata* basis to Participating Class
10 Members based on the number of Workweeks worked by them in the Class Period.

11 7. For any Class Member or Aggrieved Employee whose check is uncashed after 180 days
12 of issuance, the Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure
13 section 384, shall be transmitted to the Legal Aid at Work, 180 Montgomery St., Suite 600, San
14 Francisco, California 94104.

15 8. Effective only upon the entry of this Judgment, entry of an Order granting Final
16 Approval of the Settlement, and payment by Defendant to the Settlement Administrator of the full
17 Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiffs
18 and all Participating Class Members, release all claims, rights, demands, damages, liabilities, and
19 causes of action, in law or in equity, arising at any time during the Class Period for the claims that
20 were alleged or reasonably could have been alleged based on the facts stated in the Operative
21 Complaint, including, but not limited to: (1) all claims for failure to pay overtime wages; (2) all
22 claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods or
23 compensation in lieu thereof; (4) all claims for failure to provide rest periods or compensation in
24 lieu thereof; (5) all claims for failure to pay all wages due upon separation from employment; (6)
25 all claims for failure to provide accurate wage statements; (7) all claims for failure to indemnify for
26 business expenses; (8) all claims for failure to allow inspection and copying of personnel records;
27 and (9) all claims asserted through California Business & Profession Code section 17200, *et seq.*,
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1 arising out of the Labor Code violations referenced in the Operative Complaint (the "Class Released
2 Claims").

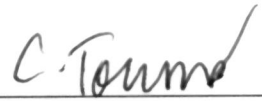
3 9. For Aggrieved Employees and, to the extent permitted by law, the State of California,
4 the release includes for the duration of the PAGA Period, all claims for PAGA civil penalties
5 asserted in the Operative Complaint and the PAGA Notice or that could have been based on the
6 factual allegations asserted in the Operative Complaint and the PAGA Notice for PAGA civil
7 penalties, including, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699, in
8 connection with alleged violations of Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3,
9 226.7, 227.3, 246, *et seq.*, 404, 432, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198.5, 2699,
10 2802, and 2810.5, among others (the "PAGA Released Claims"). The Class Released Claims and
11 the PAGA Released Claims shall be referred to herein as the "Released Claims."

12 10. The "Released Parties" shall include: Defendant and its past, present and/or future,
13 direct and/or indirect, owners, officers, directors, members, managers, employees, agents,
14 representatives, attorneys, insurers, parent companies, subsidiaries, affiliates, successor, and
15 assigns.

16 11. This document shall constitute a Judgment for purposes of California Rules of Court,
17 Rule 3.769(h).

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

19 Dated: 5-21, 2025



Judge of the Superior Court
Christian Towns