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FILED: 05/26/2022

San Luis Obispo Superior Court

By: Miller, Victoria

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN LUIS OBISPO

ENRIQUE ALCANTAR RUIZ, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

GREENHEART FARMS, INC., a California
Corporation; and DOES 1 through 100,

Defendants.

Case No.: 21CV-0025

*[Assigned for all purposes to the Hon. Rita
Federman, Dept. 2]*

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND ENHANCEMENT
PAYMENT**

Date: May 26, 2022

Time: 9:00 a.m.

Dept.: 2

Complaint Filed: January 21, 2021

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on May 26, 2022 at 9:00 a.m.
2 Having considered the Parties' Settlement Agreement ("Settlement");¹ the documents and
3 evidence presented in support thereof; and recognizing the disputed factual and legal issues
4 involved in this case; the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699(1). Good cause appearing therefor, the Court
9 hereby GRANTS Plaintiff Enrique Alcantar Ruiz's ("Plaintiff") Motion for Approval of Claims
10 under the Private Attorneys General Act ("Motion"), and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as all current and former non-
12 exempt employees who worked for Greenheart Farms, Inc. in California at any time during the
13 PAGA Period. The "PAGA Period" means the time period from January 21, 2020 through the
14 date of this Order.

15 2. The Court hereby approves the settlement as set forth in the Settlement as fair,
16 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
17 terms.

18 3. Defendant Greenheart Farms, Inc. ("Greenheart") shall fund the Gross Settlement
19 Amount of \$330,000.00 with the Settlement Administrator within forty-five (45) days of this
20 Order.

21 4. The Court hereby approves, as to form and content, the Explanatory Letter
22 submitted by the parties and included as Exhibit A to the Settlement.

23 5. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
24 Administrator.

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28 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Paul K. Haines
submitted concurrently with the Motion.

1 6. Within ten (10) business days of this Order, Greenheart shall provide the
2 Settlement Administrator with a list containing the Aggrieved Employees' full names, last known
3 mailing addresses, last known telephone numbers, number of pay periods worked during the
4 PAGA Period, and Social Security numbers to the extent available from Greenheart's records,
5 pursuant to the terms of the Settlement.

6 7. The Settlement Administrator is directed to mail the Individual PAGA Payments
7 and the Explanatory Letter to the Aggrieved Employees within twenty-one (21) calendar days of
8 receipt of the Gross Settlement Amount being fully funded, pursuant to the terms of the
9 Settlement.

10 8. The Court finds that attorneys' fees in the amount of one-third of the Gross
11 Settlement Amount (currently estimated to be \$110,000.00) for Plaintiff's Counsel, and
12 reimbursement of litigation costs of \$16,465.16 to Plaintiff's Counsel, are fair, reasonable, and
13 adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's
14 Counsel as provided for in the Settlement Agreement.

15 9. The Court orders that the Settlement Administrator shall be paid \$3,995.00 for all
16 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

17 10. The Court finds that the requested Enhancement Payment of \$5,000.00 to Plaintiff
18 is fair, adequate, and reasonable in recognition of the unique contributions he has made and the
19 risks he undertook, on behalf of the Aggrieved Employees and the State of California, and orders
20 that the Settlement Administrator distribute this payment to Plaintiff as provided for in the
21 Settlement Agreement.

22 11. The Court finds that the amount of \$145,904.88, representing 75% of the
23 \$194,539.84 allocated as PAGA civil penalties under the Settlement, to be paid to the California
24 Labor and Workforce Development Agency ("LWDA") as provided for by the Settlement, is
25 fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance
26 with the terms of the Settlement Agreement.

27 12. The Court approves the scope of the release as set forth in the Settlement.
28 Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiff and

1 all Aggrieved Employees will release the PAGA Released Claims against the Released Parties
2 that arose during the PAGA Period. Upon entry of the Order approving the settlement and
3 judgment entered thereon and the Settlement being fully funded, Plaintiff and all Aggrieved
4 Employees will be forever barred from pursuing any and all of the PAGA Released Claims that
5 arose during the PAGA Period against the Released Parties. The terms of the Settlement
6 Agreement, and this Judgment and Order, shall be binding on Plaintiff, the State of California,
7 and the Aggrieved Employees, as well as their heirs, executors and administrators, successors and
8 assigns, and those terms shall have res judicata, collateral estoppel and other preclusive effect in
9 all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any
10 such persons or entities, to the extent those claims, lawsuits or other proceedings constitute PAGA
11 Released Claims as set forth in the Settlement Agreement.

12 13. Upon entry of this Order, the Court hereby enters judgment, for the reasons
13 described above and in accordance with the terms of the Settlement Agreement. Except as
14 otherwise provided in this Order and the Settlement Agreement, all parties shall bear their own
15 attorneys' fees, costs, and expenses incurred by them in or arising out of the lawsuit and shall not
16 seek reimbursement thereof from the Released Parties. Upon entry of this Judgment and Order,
17 the Court permanently enjoins and forever bars the Plaintiff or the Aggrieved Employees from
18 instituting or prosecuting any of the PAGA Released Claims against the Released Parties which
19 were resolved as part of the Settlement. Without affecting the finality of this Judgment and Order
20 in any way, the Court retains jurisdiction to enforce the terms of the Settlement.

21 14. Neither this Order nor the Settlement Agreement (or any other document referred
22 to herein, or any action taken to carry out this Order) is, may be construed as, or may be used as,
23 an admission of liability or fault by Greenheart or the Released Parties, or a finding as to the
24 validity of any claims in the Action or of any wrongdoing or violation of law that is otherwise
25 alleged, or could have been alleged, against Greenheart or the Released Parties. The Settlement
26 Agreement is not a concession by the Parties and, to the extent permitted by law, neither the
27 Settlement Agreement nor this Judgment and Order, nor any of their terms or provisions, nor any
28 of the negotiations or proceedings connected with them, shall be offered as evidence or received

1 in evidence in any pending or future civil, criminal, or administrative action or proceeding to
2 establish any liability of, or admission by the Released Parties. Notwithstanding the foregoing,
3 nothing in this Judgment and Order shall be interpreted as prohibiting the use of this Judgment
4 and Order in a proceeding to consummate or enforce the Settlement Agreement, or the use of this
5 Order and Judgment to defend against the assertion of claims in any other proceeding, or as
6 otherwise required by law. This Judgment and Order and the Settlement Agreement may be filed
7 in any action by Greenheart or the Released Parties to support a defense of res judicata, collateral
8 estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit,
9 or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

10 15. Plaintiff shall file a declaration confirming the final distribution of funds on or
11 before March 15, 2023.

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

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14 Dated: May 26, 2022

15 By: 
16 Honorable Rita Federman
17 Judge of the Superior Court
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