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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED

BARTOLA SANTIAGO, individually, on
behalf of all others similarly situated,

Plaintiffs,

v.

GREEN VALLEY LABOR, INC., a California
corporation THE BURCHELL NURSERY,
INC., an unknown corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No. 21CV-00413

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Stephanie
Jamieson, Courtroom 8]

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: June 23, 2025

Time: 8:15 a.m.

Location: Courtroom 8

Complaint filed: February 5, 2021

FAC filed: January 14, 2022

SAC filed: September 19, 2024

Trial date: Not set

1 On or around October 24, 2024, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiff Bartola Santiago ("Plaintiff") now seeks
3 an order granting final approval of the Class Action and PAGA Settlement Agreement and Class
4 Notice ("Settlement" or "Settlement Agreement"). The Settlement Agreement is attached to the
5 Declaration of Benjamin H. Haber in Support of Plaintiff's Motion for Final Approval of Class
6 Action Settlement as **Exhibit 1.**

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiff's Notice of Motion and Motion for Final Approval of Class
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
10 had herein, and the absence of any written objections received regarding the Settlement, and having
11 reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the action, Plaintiff, the
16 Settlement Class Members, and Defendants Green Valley Labor, Inc. ("Green Valley") and The
17 Burchell Nursery, Inc. ("Burchell Nursery", and together with Green Valley, "Defendants," and
18 together with Plaintiff, the "Parties").

19 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
20 reasonable and therefore meets the requirements for final approval. The Court grants final approval
21 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
22 Agreement, attached to the Declaration of Benjamin H. Haber in Support of Plaintiff's Motion for
23 Final Approval of Class Action Settlement as **Exhibit 1.**

24 4. The Court finds that the Settlement appears to have been made and entered into in
25 good faith and hereby approves the Settlement subject to the limitations on the requested fees and
26 enhancement as set forth below.

27 5. The Class Period is February 5, 2017 to May 17, 2023.

28 6. The PAGA Period is February 5, 2020 to May 17, 2023.

1 7. Plaintiff and all Eligible Class Members shall have, by operation of this Final Order
2 and Judgment, fully, finally, and forever released, relinquished, and discharged Defendants from all
3 Released Claims as defined in the Settlement.

4 8. All Participating Class Members, on behalf of themselves and their respective
5 former and present representatives, agents, attorneys, heirs, administrators, successors, and
6 assigns, release Released Parties from all claims, both potential and actual, that were alleged, or
7 reasonably could have been alleged, based on the facts stated in the Operative Complaint that arose
8 during the Class Period, including but not limited to any and all claims for: (1) failure to pay
9 minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to pay for all hours
10 worked; (4) failure to provide meal periods; (5) failure to authorize and permit rest periods; (6)
11 failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage
12 statements; (8) failure to indemnify employees for business expenditures; and (9) violation of
13 California's Unfair Competition Law, California Business and Professions Code §§ 17200, et seq.,
14 and all claims for damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable
15 under said causes of action under California law, to the extent permissible, including but not limited
16 to the California Labor Code and the applicable Wage Orders. This release includes claims alleged
17 under California Labor Code sections 204, 1194, 1194.2, 1197, 1198, 226.7, 512, 201-203, 226,
18 2802, 1174, 218.5, 218.6, 510, Business & Professions Code section 17200, et seq., and IWC
19 Wages Orders, Section 11. Except as set forth in Sections 5.1 and 5.3 of this Agreement,
20 Participating Class Members do not release any other claims, including claims for vested benefits,
21 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
22 insurance, disability, social security, workers' compensation, or claims based on facts occurring
23 outside the Class Period.

24 9. All Aggrieved Employees are deemed to release, on behalf of themselves and their
25 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
26 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or
27 reasonably could have been alleged, based on the facts stated in the Consolidated Action and the
28 PAGA Notice that arose during the PAGA Period, including but not limited to any and all claims

1 for: (1) failure to pay for all hours worked; (2) failure to pay minimum and straight time wages;
2 (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to authorize and
3 permit rest periods; (6) failure to timely pay final wages at termination; (7) failure to provide
4 accurate itemized wage statements and (8) failure to indemnify employees for business
5 expenditures This release includes all claims for PAGA penalties for alleged violations of
6 California Labor Code sections 204, 1194, 1194.2, 1197, 1198, 226.7, 512, 201-203, 226, 2802,
7 1174, 218.5, 218.6, 510, and IWC Wages Orders, Section 11.

8 10. Upon final approval of the Settlement by the Court, Eligible Class Members will
9 release the aforementioned claims against all Released Parties.

10 11. The Parties shall bear their own respective attorneys' fees and costs, except as
11 otherwise provided for in the Settlement and approved by the Court.

12 12. Solely for purposes of effectuating the Settlement, the Court finally certified the
13 following Class – all persons who were employed by Green Valley and assigned to work for
14 Burchell Nursery in California as hourly-paid or non-exempt employees during the Class Period.

15 13. No Class Member has objected to the terms of the Settlement.

16 14. No Class Member has requested exclusion from the Settlement.

17 15. The Notice provided to the Class conforms with the requirements of California Rules
18 of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
19 by providing individual notice to all Class Members who could be identified through reasonable
20 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
21 therein to the Class Members. The Notice fully satisfies the requirements of due process.

22 16. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
23 methodology used to calculate and pay each Eligible Class Members' Net Settlement Payment are
24 fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement Payments
25 to the Eligible Class Members in accordance with the terms of the Settlement.

26 17. Defendants shall pay a total of \$500,000.00 to resolve this litigation and to separately
27 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.
28 Defendant Green Valley shall pay one half of the Gross Settlement Amount, \$250,000.00, and

Defendant Burchell Nursery shall pay one half of the Gross Settlement Amount, \$250,000.00.

18. From the Gross Settlement Amount, \$10,000.00 shall be paid to Plaintiff Bartola Santiago, for her services as a class representative and for her agreement to release claims.

19. From the Gross Settlement Amount, \$21,500.00 shall be paid to the Settlement Administrator, CPT Group, Inc. ("CPT").

20. The Court hereby confirms Benjamin H. Haber, Daniel J. Kramer, Alan Wilcox, and Bradford Smith of Wilshire Law Firm, PLC as Class Counsel.

21. From the Gross Settlement Amount, Class Counsel is awarded \$166,666.67 for their reasonable attorneys' fees and \$10,217.78 for their reasonable costs incurred in the action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the Class.

22. Without affecting the finality of this Order in any way, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this action, and their counsel of record.

23. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

IT IS SO ORDERED.

DATE:

Hon. Stephanie Jamieson
Merced County Superior Court

PROOF OF SERVICE

Santiago v. Green Valley Labor, Inc., et al.
21CV-00413

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On May 29, 2025, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

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The Burchell Nursery, Inc.

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on May 29, 2025, at Los Angeles, California.



Rebecca Padilla