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MERCED COUNTY

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CLERK OF THE SUPERIOR COURT

BY  DEPUTY

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

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

Plaintiff,

v.

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

Defendants.

Case No.: 21CV-00413

**CLASS AND REPRESENTATIVE
ACTION**

[Assigned for all purposes to: Hon. Brian L.
McCabe]

**ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[Filed with Notice of Motion and Motion,
Memorandum of Points and Authorities; the
Declaration of Justin F. Marquez]

PRELIMINARY APPROVAL HEARING

Date: October 24, 2024

Time: 8:15 a.m.

Dept: 8

Complaint filed: February 5, 2021

FAC filed: January 14, 2022

SAC filed: September 19, 2024

Trial date: Not set

The Court has before it Plaintiff Bartola Santiago's ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval of Class Action Settlement, the Declaration of Justin F. Marquez, the Class Action and PAGA Settlement Agreement and Class Notice (which is referred to here as the "Settlement Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Settlement Agreement between Plaintiff Bartola Santiago and Defendants Green Valley Labor, Inc. ("Green Valley") and The Burchell Nursery, Inc. ("Burchell Nursery" and collectively with Green Valley, "Defendants"), attached to the Declaration of Justin F. Marquez in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement as Exhibit 1.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendants have agreed to create a common fund of \$500,000.00 to cover (a) settlement payments to class members who do not validly opt out; (b) a \$25,000.00 payment to the State of California, Labor & Workforce Development Agency for its share of the settlement of claims for penalties under the Private Attorneys General Act, with 75% of which (\$18,750.00) will be paid to the LWDA and 25% (\$6,250.00) will be paid to eligible Aggrieved Employees; (c) Class Representative service payment of up to \$10,000.00 for Plaintiff Bartola Santiago; (d) Class Counsel's attorneys' fees, not to exceed 33 1/3% of the Gross Settlement Amount (\$166,666.67), and up to \$15,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$30,000.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and

applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair and reasonable to the class members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

4. A final fairness hearing on the question of whether the proposed settlement, attorneys' fees and costs to Class Counsel, payment to the State of California, Labor & Workforce Development Agency for its share of the settlement of claims for penalties under the Private Attorneys General Act, and the class representative's enhancement award should be finally approved as fair, reasonable and adequate as to the members of the class is hereby set in accordance with the Implementation Schedule set forth below.

5. The Court provisionally certifies for settlement purposes only the following class (the "Settlement Class"): "all persons who were employed by Green Valley and assigned to work for Burchell Nursery in California as hourly-paid or non-exempt employees during the Class Period."

6. "Class Period" means the period from February 5, 2017 to May 17, 2023.

7. The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Settlement Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class Members, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other

1 available methods for the fair and efficient adjudication of the controversy.

2 8. The Court appoints as Class Representative, for settlement purposes only,
3 Plaintiff Bartola Santiago. The Court further preliminarily approves Plaintiff's ability to request
4 an incentive award up to \$10,000.00.

5 9. The Court appoints, for settlement purposes only, Justin F. Marquez, Benjamin
6 H. Haber, and Daniel J. Kramer of Wilshire Law Firm, PLC as Class Counsel. The Court further
7 preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of
8 the Total Settlement Amount (\$166,666.67), and costs not to exceed \$15,000.00.

9 10. The Court appoints CPT Group, Inc. as the Settlement Administrator with
10 reasonable administration costs estimated not to exceed \$30,000.00.

11 11. The Court approves, as to form and content the Class Notice, attached to the
12 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
13 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
14 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
15 thereto.

16 12. The parties are ordered to carry out the Settlement according to the terms of the
17 Settlement Agreement.

18 13. Any class member who does not timely and validly request exclusion from the
19 settlement may object to the Settlement Agreement.

20 14. The Court orders the following Implementation Schedule:

21		
22	Defendants to provide Class List to the	14 days after notice of entry of the Court's
23	Settlement Administrator	order granting Motion for Preliminary
24		Approval
25	Settlement Administrator to mail the Notice	14 days after receipt of the Class List from
26	Packets	the Defendant
27	Response Deadline	45 days after Notice is mailed out by the
28		

	Settlement Administrator
Deadline to Provide Written Objections, if any	45 days after Notice is mailed out by the Settlement Administrator
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Award to Plaintiff	16 court days before hearing on Motion for Final Approval, which is <u>1-21-25</u> ;
Final Approval Hearing	<u>2-6-24</u> at <u>8:15</u> <u>a.m.</u> /p.m., or first available date thereafter, in Department 8. The hearing may be continued to another date without further notice to the Class Members.

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE:

10/24/24

Brian L. McCabe
Hon. Brian L. McCabe
Merced County Superior Court

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 October 2, 2024, I served the foregoing **DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY 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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Attorneys for Defendant
Green Valley Labor, Inc.

Attorneys for Defendant
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 October 2, 2024, at Los Angeles, California.

Rebecca Padilla