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FILED

Superior Court of California

County of Los Angeles

02/01/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Mata Deputy

Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KENNETH CHRISTIE, an individual, on behalf Case No.: 21STCV22426

of himself and all others similarly situated,

Plaintiff,

[Assigned for all purposes to Hon. Maren E. Nelson, Dept.: SSC-17]

vs.

**[PROPOSED] SECOND AMENDED
FINAL JUDGMENT**

AVOCADO GREEN BRANDS, INC., a
Corporation, and DOES 1 through 100,

Date: January 26, 2024

Time: 9:00 a.m.

Dept.: SSC-17

Defendants.

Complaint Filed: June 14, 2021

Trial Date: None

1 This matter came on regularly for hearing before this Court on January 22, 2024, pursuant
2 to California Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary Approval
3 of Class Action Settlement (“Preliminary Approval Order”). To date, Settlement Administrator
4 CPT Group, Inc. (“CPT”), has received two (2) valid requests to opt-out of the settlement from
5 Delisa Flowers and Saray Varela Bobadilla. Having considered the Parties’ Third Amended Class
6 Action and PAGA Settlement Agreement and Class Notice (“Settlement Agreement” or
7 “Agreement”) and the submissions of counsel,

8 **IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:**

9 1. Final Judgment in this matter is hereby entered in conformity with the Parties’
10 Settlement Agreement, this Court’s previous Preliminary Approval Order, and this Court’s Order
11 Granting Plaintiff’s Motion for Final Approval of Class Action Settlement.

12 2. The Court approved the settlement of the litigation set forth in the Settlement
13 Agreement as being fair, just, reasonable and adequate to the Settlement Class Members and is
14 independently satisfied based upon the evidence that the consideration being received for the
15 release of the Settlement Class Members’ claims is reasonable in light of the strengths and
16 weaknesses of the claims and the risks of the particular litigation and that the settlement was not
17 collusive.

18 3. Consistent with the Settlement Agreement at § 1.5, the Settlement Class is defined
19 as:

20 All persons employed by Defendant in California and classified as
21 nonexempt who worked for Defendant during the Class Period from June
22 14, 2017 to the date of preliminary approval by the Court [3/30/2023].

23 4. Release by Participating Class Members Who Are Not Aggrieved Employees:
24 Effective on the date when Defendant fully funds the entire Gross Settlement
25 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
26 Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released
27 Parties as follows: All Participating Class Members, on behalf of themselves and their respective
28 former and present representatives, agents, attorneys, heirs, administrators, successors, and

1 assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have
2 been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained
3 in the course of the Action including any and all claims involving any alleged: Failure to Pay all
4 Wages Due, including Minimum Wage, Overtime and Double-Time Wages; Failure to Pay
5 Straight Time Wages; Failure to Properly Compensate the Regular Rate of Pay; Failure to Provide
6 Meal Periods; Failure to Authorize and Permit Rest Periods; Failure to Comply with Itemized
7 Employee Wage Statement Provisions; Waiting Time Penalties; Failure to Pay all Wages in a
8 Timely Manner; Failure to Issue Payment of Wages in a Compliant Instrument per Labor Code
9 sections 212 and 213; Failure to Pay All Wages Due at the Time of Termination of Employment;
10 Violations of the Labor Code Private Attorneys General Act of 2004; and Violation of Unfair
11 Competition Law. Released Claims also means any claims, rights, demands, liabilities, damages,
12 wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of
13 relief or remedy in law, equity, and causes of action, that could potentially arise from the receipt
14 of any monies as a result of this settlement by any member of the Settlement Class. Except as set
15 forth in Section 5.3 of the Agreement, Participating Class Members do not release any other
16 claims, including claims for vested benefits, wrongful termination, violation of the Fair
17 Employment and Housing Act, unemployment insurance, disability, social security, workers'
18 compensation, or claims based on facts occurring outside the Class Period.

19 5. Release by Non-Participating Class Members Who Are Aggrieved Employees:

20 All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on
21 behalf of themselves and their respective former and present representatives, agents, attorneys,
22 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
23 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
24 facts stated in the Operative Complaint; and the PAGA Notice and ascertained in the course of
25 the Action, including, (a) Failure to Pay all Wages Due, including Minimum Wage, Overtime and
26 Double-Time Wages; (b) Failure to Pay Straight Time Wages; (c) Failure to Properly Compensate
27 the Regular Rate of Pay; (d) Failure to Provide Meal Periods; (e) Failure to Authorize and Permit
28 Rest Periods; (f) Failure to Comply with Itemized Employee Wage Statement Provisions; (g)

1 Waiting Time Penalties; (h) Failure to Pay all Wages in a Timely Manner; (i) Failure to Issue
2 Payment of Wages in a Compliant Instrument per Labor Code sections 212 and 213; (j) Failure
3 to Pay All Wages Due at the Time of Termination of Employment; (k) Violations of the Labor
4 Code Private Attorneys General Act of 2004; (l) Violation of Unfair Competition Law; (m) Labor
5 Code 1174 failure to maintain employee records.

6 6. This document shall constitute a final judgment pursuant to California Rule of Court
7 3.769(h).

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9 **IT IS SO ORDERED.**

10 Dated: 02/01/2024, 2024



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12 Hon. Maren E. Nelson
13 Judge of the Superior Court
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