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11 MARIA MARAVILLA and JUAN TORRES REYES
on behalf of themselves and all similarly situated employees
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14 **SUPERIOR COURT OF CALIFORNIA**
15 **COUNTY OF MONTEREY**

16 MARIA MARAVILLA and JUAN TORRES
17 REYES on behalf of themselves and all similarly
situated employees,
18 v.
19

20 GREENGATE FRESH, LLLP; and DOES 1
through 50, inclusive,
21 Defendants.
22
23

Case No. 21CV001258

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: July 26, 2024
Time: 8:30 a.m.
Dept: 14

Action Filed: April 15, 2021
Trial Date: Not Set

1 Plaintiffs Maria Maravilla and Juan Torres Reyes (together, “Plaintiffs” or “Class
2 Representatives”) and Defendant Greengate Fresh LLLP (“Defendant”) (collectively with Plaintiffs, the
3 “Parties” or “Settling Parties”) have entered into the Joint Stipulation and Settlement Agreement of
4 Class Action and PAGA Claims (“Stipulation of Settlement”) to settle the above-captioned class action
5 subject to the Court’s approval (the “Settlement”).

6 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class Action
7 Settlement. The Court has read, heard, and considered all the pleadings and documents submitted, and
8 the presentations made in connection with the Motion which came on for hearing on July 26, 2024.

9 **I. BACKGROUND**

10 On April 15, 2021, Plaintiffs filed a class and representative action complaint in the Superior
11 Court of California, County of Monterey. Plaintiff subsequently filed a First Amended Complaint on
12 May 20, 2022. The First Amended Complaint is the operative Complaint (“Complaint”) and asserts
13 claims for: (1) failure to provide meal periods or compensation in lieu thereof; (2) failure to provide rest
14 periods or compensation in lieu thereof; (3) failure to pay hourly and overtime wages; (4) failure to pay
15 minimum wages; (5) failure to comply with itemized employee wage statement requirements; (6) failure
16 to pay all wages upon termination; (7) failure to pay wages timely; (8) failure to reimburse work-related
17 expenses; (9) penalties pursuant to the Private Attorneys General Act (“PAGA”) ; and (10) unfair
18 business practices.

19 **A. Class Members**

20 The “Class” is defined as “all current and former non-exempt employees of Defendant Greengate
21 Fresh LLLP who were employed in the State of California during the Class Period.” The Class Period is
22 the period commencing on April 15, 2017, and ending on August 11, 2023.

23 **B. Operation of the Settlement**

24 Pursuant to the Preliminary Approval Order, this Court conditionally certified the Class and
25 granted preliminary approval of the Settlement. The Preliminary Approval Order also approved of the
26 proposed form of class notice and notice plan. The Court entered the Preliminary Approval Order after
27 review and consideration of the pleadings filed in connection herewith, and the oral presentations made
28 by counsel at the hearing.

1 In compliance with the Preliminary Approval Order, the Notice of Pendency of Class Action
2 (“Notice”) was sent to all Class Members via first class mail in Spanish and English language
3 translations. The notice dissemination process was completed and an additional individual, Pablo Liera,
4 was included in the Class following the initial notice process. Mr. Liera submitted a declaration in
5 support of Plaintiffs’ Motion for Final Approval confirming that he did not wish to opt out of the
6 Settlement or have any objection he wished to lodge. Accordingly, the Court finds his inclusion in the
7 Class appropriate.

8 During the administration process, the Parties learned and reported to the Court that the Escalator
9 Clause of the Agreement was triggered. This increased the Gross Settlement Amount due under the
10 Agreement to \$709,389.00.

11 This Court finds that the Settlement appears to be the product of serious, informed, non-collusive
12 negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to any
13 individuals. The Court finds that the Settlement was entered into in good faith pursuant to California
14 Code of Civil Procedure § 877.6. The Court further finds that the Settlement is fair, reasonable, and
15 adequate and that Plaintiffs have satisfied the standards for final approval of a class action settlement
16 under California law. Under the provisions of California Code of Civil Procedure § 382 and Federal
17 Rule of Civil Procedure 23, as approved for use by the California state court in *Vasquez v. Superior*
18 *Court*, 4 Cal. 3d 800, 821 (1971), the trial court has discretion to certify a class where:

19 [Q]uestions of law or fact common to the members of the class predominate
20 over any questions affecting only individual members, and that a class
21 action is superior to the available methods for the fair and efficient
adjudication of the controversy...Fed. R. Civ. Proc. 23.

22 Certification of a settlement class is the appropriate judicial device under these circumstances.

23 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
24 FOLLOWS:

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

27 2. The Court has jurisdiction over the subject matter of the litigation, the Class
28 Representatives, the Class Members, and Defendant.

1 3. The Court finds that the dissemination of the Notice disseminated to the Class Members,
2 constituted the best notice practicable under the circumstances to all Persons within the definition of the
3 Class, and fully met the requirements of California law and due process under the United States
4 Constitution. No objections or disputes were received by the Parties or the Court through the date of this
5 Order. The Court finds that zero (0) Class Members submitted a valid and timely Request for Exclusion
6 from the Settlement as determined by the Settlement Administrator.

7 4. The Court approves the settlement of the above-captioned action, as set forth in the
8 Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The Settling
9 Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

10 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties are to
11 bear their own costs and attorneys' fees.

12 6. The Court hereby certifies the following Class for settlement purposes only: all current
13 and former non-exempt employees of Defendant Greengate Fresh LLLP who were employed in the
14 State of California during the Class Period.

15 7. With respect to the Class and for purposes of approving the Settlement only and for no
16 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so
17 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to
18 the Class, and there is a well-defined community of interest among members of the Class with respect to
19 the subject matter of the claims in the Litigation; (c) the claims of the Class Representatives are typical
20 of the claims of the members of the Class; (d) the Class Representatives have fairly and adequately
21 protected the interests of the members of the Class; (e) a class action is superior to other available
22 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
23 Representatives, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiffs in their individual
24 and representative capacity and for the Class.

25 8. Defendant shall fund \$709,389.00 of the total Gross Settlement Amount, as modified by
26 the Escalator Clause, pursuant to the terms of the Stipulation of Settlement.

27 9. The Court approves the Individual Settlement Payment and Individual PAGA Payment
28 amounts, which shall be distributed pursuant to the terms of the Stipulation of Settlement.

1 10. The \$709,389.00 Gross Settlement Amount shall be used to pay (a) Class Counsel
2 attorneys' fees in the amount of \$236,463.00 and reimbursement of costs in the amount of \$12,653.90;
3 (b) the sum of \$37,500.00 to be paid to the California Labor and Workforce Development Agency
4 ("LWDA") pursuant to the PAGA; (c) the sum of \$12,500.00 to be paid to the PAGA Members (as
5 defined in the Stipulation of Settlement) pursuant to the PAGA; and (d) \$12,950.00 to the settlement
6 administrator Phoenix Settlement Administrators (the "Settlement Administrator") for its fees and costs
7 relating to the settlement administration process. The Court finds that these amounts are fair and
8 reasonable. The allocation and distribution of these amounts from the Gross Settlement Amount shall be
9 performed by the Settlement Administrator pursuant to the terms of the Stipulation of Settlement. The
10 Court also finds that Plaintiffs' counsel complied with the notice procedures to the LWDA as required
11 by PAGA to settle the PAGA claims.

12 11. As of the date of this Order, all Participating Class Members are hereby deemed to have
13 waived and released all Released Claims and are forever barred and enjoined from prosecuting the
14 Released Claims against the Released Parties as fully set forth in the Settlement. By means of this Order,
15 all PAGA Members are hereby deemed to have waived and released all PAGA Released Claims and are
16 forever barred and enjoined from prosecuting the PAGA Released Claims against the Released Parties
17 as fully set forth in the Settlement. The Settlement is not an admission of liability or wrongdoing by
18 Defendant, nor is this Order a finding of the validity of any claims in the action or of any fault,
19 omission, or wrongdoing by Defendant.

20 12. The Court hereby enters final judgment in this case in accordance with the terms of the
21 Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement
22 or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the
23 Parties, including all Participating Class Members, for purposes of enforcing and interpreting this Order
24 and the Settlement.

25 **IT IS SO ORDERED AND ADJUDGED.**

26
27 DATED: _____

HON. CARRIE M. PANETTA
SUPERIOR COURT OF CALIFORNIA