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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ROMAN GOMEZ O'CADIZ, individually,
and on behalf of aggrieved employees
pursuant to the Private Attorneys General Act
("PAGA")

Plaintiff,

vs.

HABITAT HORTICULTURE, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV34384

*[Assigned for all purposes to Honorable Judge
Stephen I. Goorvitch – Dept. 39]*

**~~[PROPOSED]~~ ORDER APPROVING
SETTLEMENT PURSUANT TO
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT AND ENTERING
JUDGMENT**

Complaint Filed: September 17, 2021
Trial Date: Not Set

FILED
Superior Court of California
County of Los Angeles
05/26/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: R. Mendoza Deputy

~~PROPOSED~~ ORDER

Having reviewed and considered Plaintiff Roman Gomez O'Cadiz ("Plaintiff") and Defendant Habitat Horticulture, LLC's ("Defendant") Stipulation for Order Approving Settlement Pursuant to California Labor Code Private Attorneys' General Act and Entering Judgment, including the PAGA Settlement Agreement attached thereto as Exhibit A, (the "Stipulation") the Court hereby makes a final ruling that the PAGA Settlement Agreement is approved pursuant to Labor Code § 2699(l). Good cause appearing therefore, the Court hereby ORDERS as follows:

1. This Order hereby adopts and incorporates by reference the terms and conditions of the PAGA Settlement Agreement attached as Exhibit A to the Stipulation.

2. The Court finds that it has jurisdiction over the subject matter of this action and over all Parties to this action, including all Aggrieved Employees.

3. The "Aggrieved Employees" shall be defined as:
All current and former non-exempt employees of Defendant Habitat Horticulture, LLC in California between July 13, 2020 and February 7, 2022.

4. The "PAGA Period" means the time period from July 13, 2020 and February 7, 2022.

5. The Court hereby approves the PAGA Settlement Agreement as fair, reasonable, and adequate, and directs the Parties to effectuate the settlement according to the terms of the PAGA Settlement Agreement.

6. The Court orders that Defendant shall pay the Gross Settlement Amount of \$70,000.00 to the Settlement Administrator in accordance with the PAGA Settlement Agreement.

7. The Court hereby approves, as to form and content, the Notice of PAGA Settlement and Release of Claims attached to the PAGA Settlement Agreement as Exhibit B.

8. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator.

1 9. Within 14 calendar days after the Effective Date, Defendant will provide ILYM
2 Group, Inc. with a list containing the Aggrieved Employees' information as set forth in the PAGA
3 Settlement Agreement.

4 10. ILYM Group, Inc. is directed to mail the individual settlement payments and
5 Notice of Settlement to the Aggrieved Employees within two (2) business days of receiving the
6 Parties' approval of the anonymized spreadsheet containing the estimated individual settlement
7 payments to each Aggrieved Employee and the data used to calculate said payments, as set forth
8 in the PAGA Settlement Agreement.

9 11. The Court finds that attorneys' fees in the amount of \$24,500.00 for Plaintiff's
10 Counsel, and reimbursement of litigation costs of \$6,508.43 to Plaintiff's Counsel are fair,
11 reasonable, and adequate, and orders that the Settlement Administrator distribute these payments
12 to Plaintiff's Counsel as provided for in the PAGA Settlement Agreement.

13 12. The Court orders that the Settlement Administrator shall be paid \$2,190.00 for all
14 of its work done and to be done until the completion of this matter and finds that sum appropriate.

15 13. The Court finds that the amount of \$27,601.18 representing 75% of the Net
16 Settlement Amount to be paid to the California Labor and Workforce Development Agency
17 ("LWDA") as provided for by the PAGA Settlement Agreement, is fair, adequate, and reasonable,
18 and orders that payment be made to the LWDA in accordance with the terms of the PAGA
19 Settlement Agreement.

20 14. The Court finds that the remaining amount of \$9,200.39 representing 25% of the
21 Net Settlement Amount to be paid to the Aggrieved Employees is fair, adequate, and reasonable,
22 and orders that payment be made to the Aggrieved Employees in accordance with the terms of
23 the PAGA Settlement Agreement.

24 15. The court approves the scope of the PAGA Released Claims. Following entry of
25 this Order and Final Judgment, all Aggrieved Employees will release Defendant Habitat
26 Horticulture, LLC and all of its past and present owners, officers, directors, shareholders,
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1 employees, agents, assigns, attorneys, insurers, brands and concepts, parent companies,
2 subsidiaries, and affiliates, and their respective predecessors, successors, assigns, and any
3 individual or entity that could be jointly liable with Defendant (collectively, the “Released
4 Parties”) from any and all claims for civil penalties under the PAGA with respect to the underlying
5 alleged Labor Code violations that were alleged or that could have been alleged based on the
6 facts and claims asserted in in the First Amended Complaint and Plaintiff’s March 7, 2022 letter
7 to the Labor and Workforce Development Agency, including, without limitation, claims under
8 the PAGA to recover civil penalties based on the following underlying Labor Code violations:
9 (a) failing to pay the statutory minimum wage for all hours worked to Plaintiff and similarly
10 aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197 and 1197.1; (b)
11 failing to pay overtime wages for all overtime hours worked to Plaintiff and similarly aggrieved
12 employees in violation of Labor Code §§ 510, 1194, 1198; (c) failing to provide all meal periods
13 in violation of Labor Code §§ 226.7, 512; (d) failing to authorize and permit all rest periods in
14 violation of Labor Code §§ 226.7, 516, and 1198; (e) failing to reimburse Plaintiff and similarly
15 aggrieved employees business expenses in violation of Labor Code § 2802; (f) failing to furnish
16 Plaintiff and similarly aggrieved employees with complete, accurate, itemized wage statements
17 in violation of Labor Code §§ 226 and 226.3; (g) failing to pay Plaintiff and similarly aggrieved
18 employees all earned wages at least twice during each calendar month in violation of Labor Code
19 § 204; (h) failing to maintain accurate records in violation of Labor Code § 1174; (i) failing to
20 pay all wages owed to Plaintiff and similarly aggrieved employees at end of employment in
21 violation of Labor Code §§ 201-202, that arose during the PAGA Period (“PAGA Released
22 Claims”).
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24 16. Upon entry of this Final Order and Judgment, the Court permanently and forever
25 bars Plaintiff, the Aggrieved Employees, and the State of California from instituting or
26 prosecuting any and all of the PAGA Released Claims that arose during the PAGA Period against
27 the Released Parties. *See Arias v. Superior Court*, 46 Cal.4th 969, 986 (2009) (holding that a
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1 judgment in a representative action brought by an aggrieved employee is binding not only on the
2 named employee plaintiff but also on state labor law enforcement agencies and any aggrieved
3 employee not a party to the proceeding). Without affecting the finality of this Final Order and
4 Judgment in any way, the Court retains continuing jurisdiction over the above-captioned parties
5 to enforce the terms of the PAGA Settlement Agreement.

6 17. Plaintiff shall file a declaration confirming the final distribution of funds on or
7 before October 31, 2022.

8 **IT IS SO ORDERED.**

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11 Dated: 05/26/2022



Stephen I. Goorvitch

12 By: Stephen I. Goorvitch / Judge
13 Honorable Stephen I. Goorvitch
14 Judge of the Superior Court
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