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Attorneys for Plaintiff Jennifer Ann Green

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

JENNIFER ANN GREEN, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

LANDSEA HOMES CORPORATION, a
Delaware corporation; and DOES 1 through 20,
inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

SEP 17 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

Case No.: 30-2021-01232212-CU-OE-CXC

[Hon. David A. Hoffer, Dept. CX103]

[PROPOSED] ORDER AND JUDGMENT

PAGA APPROVAL HEARING:

Date: September 15, 2025
Time: 1:30 p.m.
Dept.: CX103

Action Filed: November 17, 2021

Trial Date: Not Set

[PROPOSED] ORDER AND JUDGMENT

1 **~~PROPOSED~~ ORDER AND JUDGMENT**

2 Plaintiff Jennifer Ann Green ("Plaintiff") seeks approval of a Private Attorneys General
3 Act ("PAGA") settlement Plaintiff entered into with Defendant Landsea Homes Corporation
4 ("Defendant") (Defendant and Plaintiff collectively referred to as the "Parties") in full
5 resolution of the above-captioned litigation (the "Action").

6 The Court having duly considered Plaintiff's Motion for Approval of PAGA Settlement
7 ("PAGA Approval Motion"), the supporting declarations and exhibits thereto, all papers filed,
8 and proceedings had herein, and having reviewed the record in this Action, and good cause
9 appearing,

10 **IT IS HEREBY ORDERED, ADJUGDED AND DECREED AS FOLLOWS:**

11 1. The Court, for purposes of this Order and Judgment, refers to all defined terms
12 and provisions as set forth in the PAGA Settlement Agreement ("Settlement"), which is attached
13 as "Exhibit 1" to the Declaration of Kane Moon in Support of Plaintiff's Motion for Approval of
14 PAGA Settlement.

15 2. The Court finds that the Settlement is fair, reasonable, and adequate. The Court
16 hereby GRANTS the PAGA Approval Motion, and the Settlement is hereby accepted and
17 approved.

18 3. The obligations set forth in the Settlement are deemed part of this Order and
19 Judgment, and the Parties and the Settlement Administrator are ordered to carry out the
20 Settlement in accordance with its terms and provisions and this Order and Judgment.

21 4. "PAGA Group" or "PAGA Members" are all non-exempt employees who are
22 or were employed by Defendant in California during the PAGA Period.

23 5. "PAGA Period" is the period from November 17, 2021 to October 25, 2024.

24 6. The Court appoints Simpluris, Inc. as the Settlement Administrator.

25 7. The Court appoints Plaintiff's counsel of record, Moon Law Group, PC, as PAGA
26 Counsel.

1 8. **Releases of Claims.** Effective on the date when Defendant fully funds the entire
2 Gross Settlement Amount Plaintiff and the PAGA Members will release claims against all
3 Released Parties as follows:

4 a. “Released Parties” means: Defendant Landsea Homes Corporation and all of
5 its current and former officers, directors, employees, related entities who
6 may have been deemed or are deemed a joint employer of any of the PAGA
7 Members, and agents. (Settlement, ¶ 1.22.)

8 b. Plaintiff’s Release. Plaintiff and her respective former and present spouses,
9 representatives, agents, attorneys, heirs, administrators, successors, and
10 assigns generally, release and discharge Released Parties for all claims,
11 transactions, or occurrences that occurred during the PAGA Period,
12 including, but not limited to all claims that were, or reasonably could have
13 been, alleged, based on the facts contained in the Operative Complaint and
14 the PAGA Notice (“Plaintiff’s Release”). Plaintiff’s Release under this
15 Agreement does not extend to any claims or actions to enforce this
16 Agreement, or to any claims for vested benefits, unemployment benefits,
17 disability benefits, social security benefits, workers’ compensation benefits
18 that arose at any time, or based on occurrences outside the PAGA Period.
19 Plaintiff acknowledges that Plaintiff may discover facts or law different
20 from, or in addition to, the facts or law that Plaintiff now knows or believes
21 to be true but agrees, nonetheless, that Plaintiff’s Release shall be and
22 remain effective in all respects, notwithstanding such different or additional
23 facts or Plaintiff’s discovery of them. (Settlement, ¶ 5.1.)

24 i. Plaintiff’s Waiver of Rights Under California Civil Code Section 1542.

25 For purposes of Plaintiff’s Release, Plaintiff expressly waives and
26 relinquishes the provisions, rights, and benefits, if any, of section 1542
27 of the California Civil Code, which reads:
28

1 A general release does not extend to claims that the creditor or
2 releasing party does not know or suspect to exist in his or her
3 favor at the time of executing the release and that, if known by
4 him or her, would have materially affected his or her settlement
5 with the debtor or released party.

6 (Settlement, ¶ 5.1.1.)

- 7 c. Release by PAGA Members. All PAGA Members are deemed to release, on
8 behalf of themselves and their respective former and present representatives,
9 agents, attorneys, heirs, administrators, successors, and assigns, the
10 Released Parties from all claims for PAGA civil penalties that were alleged,
11 or reasonably could have been alleged, based on the PAGA Period facts
12 stated in the Operative Complaint and/or Plaintiff's PAGA Notice
13 ("Released Claims"). PAGA Members, with the exception of Plaintiff,
14 retain their rights to pursue claims for wages and any other damages, other
15 than the PAGA claims being released by this PAGA Settlement. (Settlement,
16 ¶ 5.2.)

17 9. The Settlement is not an admission by Defendant, nor is this Order and Judgment
18 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order
19 and Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry
20 out the Settlement, may be used as an admission of any fault, wrongdoing, omission, concession,
21 or liability whatsoever by or against Defendant.

22 10. Defendant shall pay a Gross Settlement Amount of \$124,000.00 pursuant to the
23 terms of the Settlement, which shall include the following payments:

- 24 a. An award of 30% of the Gross Settlement Amount, or \$37,200.00, to PAGA
25 Counsel for reasonable attorneys' fees, pursuant to PAGA;
26 b. A payment of \$23,426.60 to PAGA Counsel for reimbursement of litigation
27 costs actually incurred by PAGA Counsel, pursuant to PAGA;
28

- 1 c. A payment of \$2,750.00 to the Settlement Administrator, Simpluris, Inc., for
2 administration of the Settlement; and
3 d. The remaining amount as PAGA penalties, which, pursuant to PAGA, shall
4 be allocated as follows: 75% to the LWDA and 25% to the PAGA Members
5 on a pro-rata basis.

6 11. Defendant shall transmit the entire Gross Settlement Amount due under the
7 Settlement to the Settlement Administrator no later than seven (7) days after the Effective Date.
8 The "Effective Date" is the date this Order and Judgment is entered.

9 12. Within seven (7) days after Defendant fully funds the Gross Settlement Amount,
10 the Settlement Administrator shall disburse funds pursuant to the terms specified in the
11 Settlement.

12 13. The Court approves of the Notice of PAGA Settlement ("Notice") attached hereto
13 as Exhibit A, which is a letter giving notice of the Settlement to PAGA Members, to be sent by
14 the Settlement Administrator to the PAGA Members, in English and Spanish, along with their
15 respective Individual PAGA Payment checks.

16 14. The Settlement Administrator shall include a copy of this Order and Judgment
17 entered thereupon in the mail to be sent to the PAGA Members containing the Notice and the
18 check for the PAGA Members' Individual PAGA Payment.

19 15. For any PAGA Members whose Individual PAGA Payment check is uncashed
20 and cancelled after 180 days from the date of mailing, the Settlement Administrator shall transmit
21 the funds represented by such checks to the California Controller's Unclaimed Property Fund in
22 the name of the PAGA Member.

23 16. The Parties shall bear their own respective attorneys' fees and costs, except as
24 otherwise provided for in the Settlement and approved by the Court. Defendant and the Released
25 Parties shall have no further liability for costs, expenses, interests, attorneys' fees, or for any
26 other charge, expense, or liability relating to the released claims and shall be released from all
27 claims as set forth in the Settlement and in this Order and Judgment.

1 17. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within 30
2 calendar days after entry hereof.

3 18. This Order and Judgment is intended to be a final disposition of the above-
4 captioned action in its entirety. Pursuant to California Code of Civil Procedure section 664.6,
5 this Court shall retain jurisdiction over the Parties, Action, and the Settlement solely for purposes
6 of (i) enforcing the Settlement and/or Order and Judgment, (ii) addressing settlement administration
7 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8 19. The Court sets a Final Report Hearing re: Distribution on May 18, 2026 at
9 1:30 a.m. (p.m.) in Department CX103. PAGA Counsel is ordered to file a final report and
10 declaration by the Settlement Administrator regarding settlement distribution no later than sixteen
11 (16) days prior to the Final Report Hearing. No appearance will be required at the Compliance
12 Hearing if the Settlement Administrator's declaration reports that all the distributions under the
13 Settlement are complete.

14 **IT IS SO ORDERED AND ADJUGDED.**

15
16 DATED: 9/17/25

David A. Hoffer
Hon. David A. Hoffer
Judge of the Orange County Superior Court