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Attorneys for Plaintiff Margarita Garcia
and Proposed Class Counsel

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

MARGARITA GARCIA, on behalf of
herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

Plaintiff,

v.

GREENS OPERATIONS, INC., a
California corporation, GMPM
HOSPITALITY, LLC, a California limited
liability company, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: CVBL2200087

Assigned to the Hon. Harold W. Hopp, Dept. 1

CLASS ACTION

**[AMENDED PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: December 15, 2023

Time: 8:30 a.m.

Dept.: 1

Complaint Filed: June 14, 2022

The unopposed motion of proposed Plaintiff Margarita Garcia’s (“Plaintiff”) for Preliminary Approval of Class and Representative Action Settlement came on for hearing before this Court in Department 1, Judge Harold W. Hopp presiding, on December 15, 2023 at 8:30 a.m. The Court, having considered the papers submitted in support of the motion and having heard oral argument of the parties, **HEREBY ORDERS THE FOLLOWING:**

1. The Court grants preliminary approval of the settlement based upon the terms set

1 forth in the proposed First Amended Settlement Agreement and Release of Claims (the
2 “Settlement”) filed with the Court. The settlement appears to be fair, adequate, and reasonable to
3 the Class;

4 2. The Court finds that the settlement falls within the range of reasonableness and
5 appears to be presumptively valid, subject only to any objections that may be raised at the final
6 hearing;

7 3. The Court approves, as to form and content, the Notice of Pendency of Proposed
8 Class Action Settlement and Final Hearing (“Notice”), attached hereto as Exhibit 1, the Request
9 for Exclusion (“Exclusion Form”), attached hereto as Exhibit 2, and the Objection Form, attached
10 hereto as Exhibit 3;

11 4. The Court directs the mailing of the Notice, Exclusion Form, and Objection Form
12 by first class mail to the Settlement Class Members in accordance with the schedule set forth below.
13 The Court finds that the dates selected for the mailing and distribution of the Notice, Exclusion
14 Form, and Objection Form, as set forth herein, meet the requirements of due process and provide
15 the best notice practicable under the circumstances and shall constitute due and sufficient notice to
16 all persons entitled thereto. Any Exclusion Form or Objection Form shall be submitted to Phoenix
17 Settlement Administrators (the “Settlement Administrator”) rather than filed with the Court. The
18 Settlement Administrator shall file a declaration concurrently with the filing of the final approval
19 motion, authenticating a copy of every Exclusion Form and Objection Form received by the
20 Settlement Administrator;

21 5. It is ordered that the Settlement Class is preliminarily certified for settlement
22 purposes only. The Settlement Class is defined as follows: all non-exempt employees of Defendant
23 Greens Operations, Inc. in California at any time between July 24, 2019 and July 24, 2023 who
24 have not entered into an arbitration agreement with Defendant.

25 6. The Aggrieved Employees are defined as all non-exempt employees of Defendant
26 Greens Operations, Inc. in California at any time between March 28, 2021 and July 24, 2023;

27 7. The Court approves and appoints Gaines & Gaines, APLC as Class Counsel, and
28 grants preliminary approval of an award of attorneys’ fees of up to 35% of the Gross Settlement

Amount (or \$350,000) and documented litigation costs of up to \$20,000 to Class Counsel, subject to final approval by the Court following a further motion by Class Counsel;

8. The Court approves and appoints Plaintiff Margarita Garcia as the Class representative and grants preliminary approval to proposed Service Payment and General Release Payment to Plaintiff Margarita Garcia in an amount not to exceed \$15,000, subject to final approval by the Court following a further motion by the Class Representative;

9. The Court grants preliminary approval of the allocation of \$100,000 to settle the representative claims under the Private Attorneys General Act (Labor Code §§ 2698 et seq.), of which 75% (\$75,000) shall be paid directly to the LWDA and 25% (\$25,000) shall be paid to Aggrieved Employees as part of the Net Settlement Proceeds;

10. The Court hereby approves and appoints Phoenix Settlement Administrators as the Settlement Administrator and grants preliminary approval of the payment of fees and other charges of the Settlement Administrator in an amount not to exceed \$20,000. The Settlement administrator shall perform all services as outlined in the Settlement. The Settlement Administrator must give notice to any objecting party of any continuance of the final approval hearing; and

11. The Court orders the following schedule of dates for the specified actions/further proceedings:

<u>EVENT</u>	<u>TIMING</u>
Last day for Defendant to provide to the Settlement Administrator a list of all Class Members and Aggrieved Employees, including their last known addresses, telephone numbers, social security numbers, and their dates of employment in a non-exempt position in California during the Class Period (for Class Members) and the PAGA Period (for Aggrieved Employees) (“Settlement Class Information”)	10 calendar days after entry of Court’s Order granting preliminary approval of Settlement
Last day for Settlement Administrator to mail Notice and Exclusion Form to Class Members	20 calendar days after entry of Court’s Order granting preliminary approval of Settlement
Last day for Class Members to submit a written Exclusion Form to the Settlement Administrator	45 calendar days after the initial mailing of the Notice to Class Members

<u>EVENT</u>	<u>TIMING</u>
Last day for Class Members to submit an objection to the Settlement Administrator	45 calendar days after the initial mailing of the Notice to Class Members
Last day for Class Counsel to file and serve moving papers in support of final settlement approval and request for attorneys' fees and costs	10 calendar days before the final settlement approval hearing date
Last day for Class Counsel to file with the Court and serve declaration by Settlement Administrator specifying the due diligence undertaken with regard to the mailing of the Notice	10 calendar days before the final settlement approval hearing date
Final settlement approval hearing	March 20, 2024, at 8:30 a.m. (or, _____, 2024, at _____.m. [approximately 95 days after entry of this Order])

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

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

MARGARITA GARCIA, on behalf of herself
and all “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

GREENS OPERATIONS, INC., a California
corporation, GMPM HOSPITALITY, LLC, a
California limited liability company, and DOES
1 through 10, inclusive,

Defendants.

CASE NO: CVBL2200087

Assigned to the Hon. Harold W. Hopp, Dept. 1

**NOTICE OF PENDENCY OF PROPOSED
CLASS ACTION SETTLEMENT AND
FINAL HEARING**

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

A California court authorized this notice. This is not a solicitation from a lawyer.

- A settlement will provide \$1,000,000 to pay claims to all individuals who worked for Greens Operations, Inc. (“Defendant”) as a non-exempt (hourly paid) employee in California at any time between July 24, 2019 and July 24, 2023 who have not entered into an arbitration agreement with Defendant (“Class Members”), and all non-exempt (hourly paid) employees of Defendant in California at any time between March 28, 2021 and July 24, 2023, whether they entered into an arbitration agreement or not (“Aggrieved Employees”)
- The settlement resolves a lawsuit alleging that Defendant failed to pay all wages, including all minimum and overtime wages; failed to provide compliant meal and rest periods or premium compensation in lieu thereof; failed to timely issue final wages upon separation of employment; failed to issue accurate and complete itemized wage statements; required employees to work subject to unlawful contract terms; failed to maintain and produce payroll records; engaged in violations of Business and Professions Code section 17200; and is subject to penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”). PAGA authorizes aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for Labor Code violations. The Settlement avoids costs and risks of continuing the lawsuit, pays money to employees, and releases Defendant from liability from the claims asserted in this lawsuit.
- Lawyers for the employees will ask the Court to award them up to \$350,000 as attorney’s fees and \$20,000 as expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.
- Defendant denies liability and believes all appropriate wages were paid and that it otherwise complied with all Labor Code obligations. The Parties disagree on how much money could have been awarded if employees won at trial.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you will receive no money from the class settlement. This is the only option that allows you to ever be part of any other lawsuit against Greens Operations, Inc. about the legal claims that were brought in this case. Even if you exclude yourself, you will still be an Aggrieved Employee subject to the PAGA settlement
Object	Write to the Settlement Administrator about why you don't like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement, as detailed below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On June 14, 2022, Plaintiff Margarita Garcia ("Plaintiff"), a former employee of Defendant Greens Operations, Inc., filed this lawsuit in the Riverside County Superior Court. The lawsuit alleges violations of the California Labor Code and California Business and Professions Code. The lawsuit seeks to certify a class of all non-exempt (hourly paid) employees of Defendant Greens Operations, Inc. in California at any time between July 24, 2019 and July 24, 2023 who have not entered into an arbitration agreement with Defendant ("Class Period"). Specifically, the lawsuit alleges that members of the Class were not paid all wages, including all minimum and overtime wages due; provided compliant meal and rest periods or premium compensation in lieu thereof; timely issued final wages upon separation of employment; provided employee files upon request; issued accurate and complete itemized wage statements; and related claims. The Settlement seeks recovery of wages, liquidated damages, damages, interest, statutory and civil penalties, restitution, attorney's fees, and costs. Defendant denies all of the material allegations in the lawsuit and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

Plaintiff's Attorneys

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Gaines & Gaines, APLC
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Phone: (866) 550-0855

Defendant's Attorneys

Kevin Wattles, Esq.
Soltman, Levitt, Flaherty & Wattles LLP
90 E. Thousand Oaks Boulevard, Suite 300
Thousand Oaks, California 91360

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes she would have prevailed on her claims at a trial. Defendant does not believe that Plaintiff would have won anything from a trial. There has been no trial. Instead, both sides agreed to a settlement, which is memorialized in the First Amended Settlement Agreement and Release of Claims ("Settlement" or "Settlement Agreement"), in order to avoid the further costs, risks, and uncertainty of a trial. Plaintiff and Plaintiff's Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Class Members. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, any final determination of those issues will be made at the Final Approval Hearing.

B. Who is in the Settlement Class? Who is an Aggrieved Employee?

The Settlement encompasses a class composed of all non-exempt (hourly paid) employees of Defendant Greens Operations, Inc. in California at any time between July 24, 2019 and July 24, 2023 who have not entered into an arbitration agreement with Defendant ("Class Period"). It also encompasses Aggrieved Employees composed of all non-exempt (hourly paid) employees of Defendant Greens Operations, Inc. in California at any time between March 28, 2021 and July 24, 2023 ("PAGA Period").

C. What does the Settlement provide?

1. Gross Settlement Amount.

The Settlement provides that Defendant will pay \$1,000,000 (the "Gross Settlement Amount") to settle the lawsuit.

2. Net Settlement Proceeds.

The "Net Settlement Proceeds" is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Proceeds is the Gross Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will set these amounts at the Final Approval Hearing.

(a) **Class Counsel's Attorney's Fees** in an amount set by the Court, not to exceed 35% of the Gross Settlement Amount (estimated at \$350,000);

(b) **Class Counsel's Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed \$20,000;

(c) **Service Payment and General Release Payment to the Class Representative** in an amount set by the Court, not to exceed \$15,000 to Plaintiff for her service in the lawsuit;

(d) **Settlement Administration Costs** which are currently estimated to not exceed \$20,000, for administering the settlement; and

(e) **PAGA Payment** in the total amount of \$100,000 for the settlement of claims arising under the California Private Attorneys General Act ("PAGA"). Of that amount, 75% or \$75,000, shall be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining 25%, or \$25,000, shall be included in the Net Settlement Proceeds for payment to Aggrieved Employees.

3. Individual Payment Amount.

Your share of the Net Settlement Proceeds will be determined by the formula detailed in section E below.

D. What Are You Giving Up To Get A Payment Or Stay In The Class?

Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Settlement Class Members who do not timely opt-out of the Settlement will be deemed to have fully released and discharged Defendant Greens Operations, Inc., and its present and former officers, directors, employees, and agents ("Released Parties") from any and all Released Class Claims which arose during their employment in a non-exempt (hourly paid) position in California during the Class Period. "Released Class Claims" means any and all claims and/or causes of action which accrued during the Class Period during employment in a non-exempt (hourly paid) position in California, that are alleged, or that could have been alleged in the Action based on the facts set forth in the First Amended Complaint in the Action as part of the preliminary approval process (which includes direct class action claims under Labor Code §§ 201-203, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, and 1198 and under Business & Professions Code section 17200 *et seq.* predicated on the underlying Labor Code claims alleged). No PAGA claims are encompassed in the Released Class Claims.

Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff and the State of California will be deemed to have fully released and discharged the Released Parties from any and all Released PAGA Claims which arose during the PAGA Period. "Released PAGA Claims" means any and all PAGA claims and/or causes of action which accrued during the PAGA Period that are alleged in Plaintiff's pre-filing letter to the LWDA. Plaintiff does not release any Aggrieved Employee's claim for wages or damages. No Aggrieved Employee may opt out of the PAGA portion of the Settlement.

E. How Is My Share Of The Settlement Calculated?

Each participating Class Member (those who do not opt out of the Settlement) shall receive an “Individual Payment Amount,” which is distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form), and a PAGA portion of the Individual Payment Amount, which is distributable to each Aggrieved Employees regardless of whether they participate in the Settlement (Aggrieved Employees will receive the PAGA portion of the Individual Payment Amount even if they exclude themselves from the Settlement or are not members of the Class).

“Individual Payment Amount” means the portion of the Net Settlement Proceeds distributable to each Class Member who participates in the Class Settlement (i.e., who does not submit a valid request for exclusion form) and each Aggrieved Employee, whether they participate in the Class Settlement or not. As to participating Class Members, the class portion of the Individual Payment Amount will be determined by dividing the Net Settlement Proceeds, less the \$25,000 PAGA allocation, by the total number of weeks worked by the entire Settlement Class in a non-exempt (hourly paid) position in California during the Class Period, net of opt outs, resulting in the class workweek value; and then multiplying the class workweek value by the number of weeks worked by each participating Class Member in a non-exempt (hourly paid) position in California during the Class Period.

As to the Aggrieved Employees, the PAGA portion of the Individual Payment Amount will be determined by dividing the PAGA settlement amount (\$25,000) by the total number of weeks worked by all Aggrieved Employees in a non-exempt (hourly paid) position in California during the PAGA Period, resulting in the PAGA workweek value; and then multiplying the PAGA workweek value by the number of weeks worked by each Aggrieved Employee in a non-exempt (hourly paid) position in California during the PAGA Period.

For tax purposes, the class portion of each Individual Payment Amount will be apportioned (a) 20% as wages (reported on an IRS Form W-2 and subject to applicable withholdings); and (b) 80% equally as penalties and interest (reported on an IRS Form 1099, if required). The PAGA portion of each Individual Payment Amount will be apportioned 100% as penalties (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to Class Members and Aggrieved Employees will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

Settlement Class Payment: According to the records of Defendant, you worked [] weeks while employed as a non-exempt (hourly paid) employee in California from July 24, 2019 through July 24, 2023, and you [did/did not] enter into an arbitration agreement with Defendant. Based on these weeks worked, you are entitled to an Individual Payment Amount of approximately \$[]. This amount is subject to change based on the final ruling of the Court. Note that if you entered into an arbitration agreement with Defendant, you will not be paid a Settlement Class Payment. The estimated range of possible recoveries is \$[] to \$[].

PAGA Payment: According to the records of Defendant, you worked [] weeks while employed as a non-exempt (hourly paid) employee in California from March 28, 2021 through July 24, 2023. Based on these weeks worked, you are entitled to a PAGA Payment Amount of approximately \$[]. This amount is subject to change based on the final ruling of the Court. The estimated range of possible recoveries is \$[] to \$[].

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than [REDACTED], 2023. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final and binding determination without a hearing or right of appeal by you.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the “Final Settlement Hearing”) on [REDACTED], at 8:30 a.m., in the Courtroom of Judge Harold W. Hopp of the Riverside County Superior Court, Department 1, located at 4050 Main Street, Riverside, CA 92501. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorney’s fees and costs to be awarded to Plaintiff’s Attorneys; and (v) the amount that should be awarded to Plaintiff as a Service Payment and General Release Payment. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than [REDACTED]. The Settlement Administrator’s address is [Settlement Administrator address].

- **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement by completely filling out and mailing the enclosed Objection Form to the Settlement Administrator at the above-stated address, such that it is post marked no later than [REDACTED].. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at [Settlement Administrator address]. Written objections must be postmarked no later than [REDACTED]. You may not object to the PAGA portion of the Settlement.

- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement except you will participate in the PAGA portion thereof and be paid a share of the PAGA settlement. With that exception, you will not be bound

by a judgment in this case and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than [REDACTED].

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the settlement, you should review the detailed “First Amended Settlement Agreement and Release of Claims” which is attached to the “Declaration of Daniel F. Gaines in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement” which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501. You may also create an account and view the Settlement online at <https://epublic-access.riverside.courts.ca.gov/public-portal/?q=node/369>.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [REDACTED], [REDACTED].

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

**BY ORDER OF THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA**

EXHIBIT 2

REQUEST FOR EXCLUSION

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE ACTION KNOWN AS *Margarita Garcia v. Greens Operations, Incorporated*, Riverside County Superior Court Case. No. CVBL2200087. **IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE CLASS SETTLEMENT AMOUNT. AGGRIEVED EMPLOYEES MAY NEITHER OBJECT TO, NOR EXCLUDE THEMSELVES FROM, THE PAGA PORTION OF THE SETTLEMENT.**

I confirm that I was employed by Defendant Greens Operations, Inc. as a non-exempt (hourly paid) employee in California between July 24, 2019 and July 24, 2023 and did not enter into an arbitration agreement with Greens Operations, Inc.

I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement.

Date: _____

Signature: _____

Print Name: _____

Residence Street Address: _____

City, State and Zip Code: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **[45 days after mailing of Notice]**. Send this signed request for exclusion form to the Settlement Administrator:

Greens Operations, Inc. Settlement Administrator

c/o

EXHIBIT 3

OBJECTION TO SETTLEMENT

Garcia v. Greens Operations, Incorporated - Class Action Litigation
Riverside County Superior Court Case Number CVBL2200087

I wish to remain a Settlement Class Member, but I object to the proposed class settlement for the following reason(s) which I request that the Court consider at the Final Settlement Hearing. (If more space is needed, or if you wish to provide any supporting papers, please attach them to this request):

Date: _____

Signature: _____

Print Name: _____

Residence Street Address: _____

City, State and Zip Code: _____

Last Four Digits of Social Security Number: _____

IN ORDER TO BE VALID, THIS OBJECTION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **45 days after mailing of Notice**. Send this signed Objection Form to the Settlement Administrator:

Greens Operations, Inc. Settlement Administrator
c/o _____

Alternatively, you may show up at the Final Settlement Hearing, either in person or through an attorney at your own expense to object to the class portion of the Settlement.