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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 AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

DATE: April 18, 2024

TIME: 8:30 a.m.

DEPT.: 1

Action Filed: June 14, 2022

1 Plaintiff's Motion for an Order Granting Final Approval of Class Action Settlement came
2 before this Court on April 18, 2024. The above-captioned Action is a class action lawsuit brought
3 by Plaintiff Margarita Garcia ("Plaintiff" or "Garcia") against Defendant Greens Operations, Inc.
4 ("Defendant") (collectively, the "Parties"). Plaintiff alleges, on behalf of a class of Defendant's
5 current and former employees, that Defendant failed to pay all wages due, failed to provide meal
6 and rest periods or compensation in lieu thereof, failed to timely pay wages upon termination of
7 employment, and failed to maintain requisite payroll records. Defendant denies any and all alleged
8 wrongdoing, and denies any liability to the Plaintiff or to members of the Class. Defendant
9 contends that that it has complied at all times with California law, including the California Labor
10 Code, the Industrial Commission Wage Orders, and the California Business and Professions Code.

11 On January 11, 2024, this Court entered an Order Granting Preliminary Approval of
12 Settlement, resulting in certification of the following provisional Settlement Class: All non-exempt
13 employees of Defendant Greens Operations, Inc. in California at any time between July 24, 2019
14 and July 24, 2023 who have not entered into an arbitration agreement with Defendant (the "Class
15 Period")

16 The Aggrieved Employees are defined as: All non-exempt employees of Defendant Greens
17 Operations, Inc. in California at any time between March 28, 2021 and July 24, 2023 (the "PAGA
18 Period").

19 That Order further directed the Parties to provide Notice to the Class, which informed absent
20 class members of: (a) the proposed Settlement, and the Settlement's key terms; (b) the date, time
21 and location of the Final Approval Hearing; (c) the right of any Class Member to object to the
22 proposed Settlement, and an explanation of the procedures to exercise that right; (d) the right of
23 any Class Member to exclude themselves from the proposed Settlement, and an explanation of the
24 procedures to exercise that right; and (e) an explanation of the procedures for class members to
25 participate in the proposed settlement.

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1 The Court, upon Notice having been given as required in the Preliminary Approval Order,
2 and having considered the First Amended Settlement Agreement and Release of Claims, attached
3 hereto as **Exhibit 1** (the “Settlement”)¹ and originally filed with the Court on December 8, 2023 as
4 Exhibit B to the Declaration of Daniel F. Gaines in Support of the Renewed Unopposed Motion for
5 Preliminary Approval of Class Action Settlement, as well as all papers filed, hereby **ORDERS,**
6 **ADJUDGES AND DECREES AS FOLLOWS:**

7 1. This Court has jurisdiction over the subject matter of the Action and over all Parties
8 to the Action, including all members of the Settlement Class.

9 2. The Court finds that the Settlement Class is properly certified for settlement
10 purposes only.

11 3. The Notice provided to the Settlement Class conforms with the requirements of
12 California Code of Civil Procedure section 382, California Civil Code section 1781, California
13 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
14 applicable law, and constitutes the best notice practicable under the circumstances, by providing
15 individual notice to all Class Members who could be identified through reasonable effort, and by
16 providing due and adequate notice of the proceedings and of the matters set forth therein to the
17 Class Members. The notice fully satisfied the requirements of due process.

18 4. The Court finds the settlement was entered into in good faith, that the settlement is
19 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
20 requirements for final approval of this class action settlement under California law, including the
21 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
22 3.769.

23 5. The Court approves the Gross Settlement Amount of One Million Dollars
24 (\$1,000,000).

25 6. Zero (0) Class Members have objected to the terms of the Settlement.
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28 ¹ The Settlement, including the definitions applicable to the Settlement along with the Amendment
thereto, are incorporated by reference into this Final Order and Judgment.

1 7. Two (2) individuals have requested exclusion from the Settlement. The following
2 individuals are excluded from the class Settlement and are not bound by the terms of the class
3 release, but remain Aggrieved Employees bound by the release of PAGA claims: Lisa M. Lasos
4 and Gaurang Patel.

5 8. Upon entry of this Order, compensation to the participating members of the
6 Settlement Class and all Aggrieved Employees shall be affected pursuant to the terms of the
7 Settlement.

8 9. In addition to any recovery that Plaintiff may receive from the Net Settlement
9 Proceeds, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court
10 hereby approves the payment of a Service Payment and General Release Payment to Plaintiff
11 Garcia in the amount of Fifteen Thousand Dollars (\$15,000). This shall be paid from the Gross
12 Settlement Amount.

13 10. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
14 Three Hundred Forty Thousand Dollars (\$340,000), and the reimbursement of litigation expenses
15 in the sum of Fifteen Thousand Five Hundred Sixty-Eight Dollars and Fifty-Five Cents
16 (\$15,568.55). This shall be paid from the Gross Settlement Amount.

17 11. The Court approves and orders payment in the amount of Seventeen Thousand One
18 Hundred Twenty-Six Dollars and Twelve Cents (\$17,126.12) to Phoenix Settlement Administrators
19 for performance of its settlement administration services. This shall be paid from the Gross
20 Settlement Amount.

21 12. The Court approves and orders payment in the amount of Seventy-Five Thousand
22 Dollars (\$75,000) to the California Labor and Workforce Development Agency for its 75% share
23 of PAGA penalties. This shall be paid from the Gross Settlement Amount.

24 13. Upon the entry of this Order and Judgment, and subject to the occurrence of the
25 Effective Date, Plaintiff and all participating Class Members shall be deemed to have released the
26 Released Parties from the Released Class Claims as more fully defined in the Settlement.

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1 14. Upon the entry of this Order and Judgment, and subject to the occurrence of the
2 Effective Date, Plaintiff and all Aggrieved Employees shall be deemed to have released the
3 Released Parties from the Released PAGA Claims as more fully defined in the Settlement.

4 15. Any envelope transmitting a settlement distribution check to a Class Member or
5 Aggrieved Employee shall bear the notation "YOUR CLASS/REPRESENTATIVE ACTION
6 SETTLEMENT CHECK IS ENCLOSED." A copy of this Judgment shall be included with each
7 Class Member's settlement check, in compliance with California Rules of Court, Rule 3.771(b).
8 Any settlement distribution check shall be negotiable for at least 90 days but not more than 180
9 days from the date of mailing. The Settlement Administrator shall mail a reminder postcard to any
10 Class Member or Aggrieved Employee whose settlement distribution check has not been negotiated
11 within 60 days after the date of mailing. If (i) any of the Class Members or Aggrieved Employees
12 are current employees of Defendant, (ii) the distribution mailed to those employees is returned to
13 the Settlement Administrator as being undeliverable, and (iii) the Settlement Administrator is
14 unable to locate a valid mailing address, the Settlement Administrator shall arrange with the
15 Defendant to have those distributions delivered to the employees at their place of employment.

16 16. Upon completion of administration of the Settlement, the parties shall file a
17 declaration stating that claims have been paid and that the terms of the settlement have been
18 completed.

19 17. This "Judgment" is intended to be a final disposition of the above captioned action
20 in its entirety, and is intended to be immediately appealable.

21 18. The Court hereby sets a Final Report (Nonappearance) Hearing for January 22, 2025
22 at 8:30 a.m. in Department 1, at which time the Court will consider evidence that the distribution
23 process is complete and that a final accounting may be approved. Counsel shall submit evidence
24 supporting the parties' compliance with the terms of the Settlement no later than five Court days
25 prior to the compliance hearing.

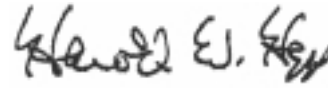
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1 19. This Court shall retain jurisdiction with respect to all matters related to the
2 administration and consummation of the settlement, and any and all claims, asserted in, arising out
3 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to
4 the settlement and the determination of all controversies relating thereto.

5 **IT IS SO ORDERED.**

6 04/29/2024
7 Dated: _____



JUDGE OF THE SUPERIOR COURT
Honorable Harold W. Hopp