

1 DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
2 ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
3 EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
4 **GAINES & GAINES, APLC**
4550 East Thousand Oaks Boulevard, Suite 100
5 Westlake Village, CA 91362
Telephone: (818) 703-8985
6 Facsimile: (818) 703-8984

7 Attorneys for Plaintiff Margarita Garcia, on behalf of herself and all “aggrieved employees”
8 pursuant to Labor Code § 2698 *et seq.*

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

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

13 Plaintiff,

14 v.
15

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

19 Defendants.
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CLASS ACTION

CASE NO: CVBL2200087

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

**FIRST AMENDED SETTLEMENT
AGREEMENT AND RELEASE OF CLAIMS**

This First Amended Settlement Agreement and Release of Claims (“Settlement Agreement”) is made and entered into by and between Plaintiff Margarita Garcia (“Garcia,” “Plaintiff,” or “Class Representative”), individually and on behalf of all others similarly situated, and Defendant Greens Operations, Inc. (“Defendant”), subject to the terms and conditions herein and the Court’s approval.

7. Members of the Settlement Class shall collectively be referred to as a “Class Member” or “Class Members.” Any Class Member who files a timely request for exclusion, as detailed below, will be excluded from the final Settlement Class.

1 8. The “Effective Date” is defined as the date the Court signs an order granting final
2 approval of the settlement and entering judgment thereon (the “Effective Date”) If objections to
3 the settlement are filed, the Effective Date of the settlement is the sixty-fifth (65th) day after notice
4 of the final approval order is mailed, unless an appeal is filed, in which case the Effective Date is
5 the day after (1) the settlement is upheld by the Court of Appeals, or (2) all appeals are dismissed.

6 **B. General.**

7 1. On March 28, 2022 and March 29, 2022, Plaintiff Garcia exhausted the pre-filing
8 requirements of the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

9 2. On June 14, 2022, Plaintiff Garcia initiated her Action in the Riverside County
10 Superior Court by filing a complaint, pursuant to PAGA, on behalf of herself and all other aggrieved
11 employees.

12 3. Thereafter, Plaintiff dismissed Defendant GMPM Hospitality, LLC from the
13 Action following an individual resolution of her claims.

14 4. On November 9, 2023, Plaintiff filed her First Amended Complaint. The Action
15 assert claims against Defendant for (1) failure to pay all minimum and overtime wages due (Labor
16 Code §§ 510, 1194, and 1194.2 and IWC Wage Order 5-2001); (2) failure to provide rest periods
17 or compensation in lieu thereof (Labor Code § 226.7 and IWC Wage Order 5-2001); (3) failure to
18 provide meal periods or compensation in lieu thereof (Labor Code §§ 226.7, 512, 1174, 1174.5,
19 and 1198 and IWC Wage Order 5-2001); (4) knowing and intentional failure to comply with
20 itemized employee wage statement provisions (Labor Code §§ 226(a) and (e)); (5) failure to
21 maintain and produce payroll records (Labor Code §§ 1174 and 1174.5); (6) failure to timely pay
22 wages due at the separation of employment (Labor Code §§ 201-203); (7) violation of Business
23 and Professions Code § 17200 for underlying violations of the Labor Code as set forth in the Action;
24 and (8) civil penalties pursuant to PAGA for underlying violations of the Labor Code as set forth
25 in the Action, including Labor Code § 432.5.

26 5. Defendant denies any liability or wrongdoing of any kind associated with the claims
27 alleged in the Action, and further denies that the Action are appropriate for class treatment for any
28 purpose other than this settlement. Defendant contends that it has complied at all times with the

1 California Labor Code. It is Defendant's position that, if this case were to be litigated, class
2 certification would be inappropriate because Plaintiff is not an adequate Class Representative,
3 Plaintiff's claims are not typical of putative class members, and individual issues predominate over
4 class issues, among other defenses. The Action, the negotiation and execution of this Settlement
5 Agreement, and all acts performed or documents executed pursuant to or in furtherance of this
6 Settlement Agreement (i) shall not be used as an admission, or as evidence of wrongdoing by the
7 Defendant, or for any other purpose whatsoever; (ii) shall not be an admission or evidence of fault
8 on behalf of Defendant in any action before a civil court, criminal court, administrative agency of
9 any type, or other tribunal; and (iii) shall not be deemed to be, and may not be used as, an admission
10 or evidence of the appropriateness of these or similar claims for class certification in the Action or
11 with respect to any other proceeding whatsoever.

12 6. The Class Representative contends that Defendant violated the California Labor
13 Code and Industrial Welfare Commission Wage Order(s), and that this case is appropriate for class
14 certification.

15 7. Class Counsel represent that they have conducted a thorough investigation into the
16 facts and law during the prosecution of this class action case, including the exchange of extensive
17 formal and informal discovery and the review and verification of statistical data and other facts and
18 information provided by Defendant. Counsel for the Parties also represent that they have
19 investigated the applicable law as applied to the facts discovered regarding the alleged claims of
20 Plaintiff and potential defenses thereto, and the damages and other losses claimed by Plaintiff.

21 8. On July 24, 2023, following their exchange of information and documents regarding
22 the Settlement Class and the claims and defenses asserted by the Parties, the Parties engaged in
23 arm's-length negotiations with the assistance of an experienced wage and hour mediator, Steve
24 Pearl, Esq., where the Parties were able to reach the resolution of the Action set forth herein.

25 9. Based on their own independent investigation and evaluation, Class Counsel are of
26 the opinion (and will so represent to the Court) that settlement for the consideration and on the
27 terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best
28 interest of the Settlement Class in light of all known facts and circumstances, including the risk of

significant delay, the risk the Settlement Class will not be certified by the Court, and the defenses asserted by Defendant. Defendant and its counsel also agree (and will so represent to the Court) that this settlement is fair and in the best interest of the Settlement Class.

10. The Parties agree that the Settlement Class described herein may be certified for settlement purposes only and that any motion for approval seeking, *inter alia*, certification of the Settlement Class is for purposes of the settlement only. If for any reason the settlement is not approved, the certification will have no force or effect and will immediately be revoked. The Parties further agree that certification for purposes of the settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation and that evidence of this limited Settlement Agreement for settlement purposes only will not be admissible for any purpose in this or any other proceeding.

C. Terms of Settlement.

1. The financial terms of the Settlement Agreement are as follows:

(a) **Gross Settlement Amount:** The Parties agree to settle the Action for a Gross Settlement Amount of **One Million U.S. Dollars** (\$1,000,000) (“the Gross Settlement Amount”), subject to any increase based on the escalator provision in paragraph H(16) herein. The Gross Settlement Amount includes the attorneys’ fees of Class Counsel; litigation costs and expenses (which includes, without limitation, all such fees and costs incurred to date, as well as such fees and costs to be incurred in documenting the settlement, providing any notices required as part of the settlement, securing Court approval of the settlement, and obtaining judgment in the Action); the Service Payment to the Class Representative, as approved by the Court; the payment to the California Labor and Workforce Development Agency (“LWDA”); and all costs of administration, including, without limitation, settlement administration fees and expenses. All employer payroll tax obligations due on wage payments made from the Net Settlement Proceeds shall be paid by Defendant separately and apart from, and in addition to, the Gross Settlement Amount.

(b) **Net Settlement Proceeds:** “Net Settlement Proceeds” is defined as the Gross Settlement Amount less the amounts approved and awarded by the Court for: attorneys’ fees and documented litigation costs and expenses incurred or advanced by Class Counsel; the Service

1 Payment to the Class Representative; the payment to the LWDA pursuant to PAGA; and the costs
2 of administering the settlement.

3 (c) **Calculation of the Individual Payment Amounts:** "Individual Payment
4 Amount" means the portion of the Net Settlement Proceeds distributable to each Class Member
5 who participates in the Class Settlement (i.e., who does not submit a valid request for exclusion
6 form) and each Aggrieved Employee, whether they participate in the Class Settlement or not. As
7 to participating Class Members, the class portion of the Individual Payment Amount will be
8 determined by dividing the Net Settlement Proceeds, less the \$25,000 PAGA allocation, by the
9 total number of weeks worked by the entire Settlement Class during the Class Period, net of opt
10 outs, resulting in the class workweek value; and then multiplying the class workweek value by the
11 number of weeks worked by each participating Class Member during the Class Period. As to the
12 Aggrieved Employees, the PAGA portion of the Individual Payment Amount will be determined
13 by dividing the PAGA settlement amount (\$25,000) by the total number of weeks worked by all
14 Aggrieved Employees during the PAGA Period, resulting in the PAGA workweek value; and then
15 multiplying the PAGA workweek value by the number of weeks worked by each Aggrieved
16 Employee during the PAGA Period.

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

24 (e) **PAGA Payments:** The Parties agree that One Hundred Thousand Dollars
25 (\$100,000) shall be allocated to settle Plaintiff's claims brought pursuant to PAGA. Of this amount,
26 Seventy-Five percent (75%), or Seventy-Five Thousand Dollars (\$75,000), shall be paid to the
27 LWDA, and the remaining Twenty-Five percent (25%), or Twenty-Five Thousand Dollars
28 (\$25,000), shall be paid to Aggrieved Employees as part of the Net Settlement Proceeds.

1 (f) **Service Payment and General Release Payment to Class Representative:**

2 The amount awarded to the Class Representative as a “Service Payment” and in exchange for a
3 general release, as set forth in Paragraph D(2), below, will be set by the Court in its discretion, not
4 to exceed Fifteen Thousand Dollars (\$15,000). This amount will be deducted from the Gross
5 Settlement Amount. An IRS Form 1099 will be issued to the Class Representative for her Service
6 Payment. Defendant agrees not to dispute or otherwise object to the Service Payment if Plaintiff
7 requests \$15,000 or less.

8 (g) **Attorneys’ Fees:** An award to Class Counsel of attorneys’ fees will be
9 deducted from the Gross Settlement Amount in an amount to be set by the Court taking into account
10 the settlement award that has been made available for the Settlement Class by the efforts of Class
11 Counsel. The amount awarded shall not exceed 35% of the Gross Settlement Amount (i.e., Three
12 Hundred Fifty Thousand Dollars (\$350,000)). An IRS Form 1099 will be issued to Class Counsel
13 with respect to its award of attorneys’ fees. Defendant agrees not to dispute or otherwise object to
14 the attorneys’ fee award requested by Class Counsel so long as the request does not exceed 35% of
15 the Gross Settlement Amount.

16 (h) **Attorneys’ Costs and Expenses:** Class Counsel will be reimbursed from
17 the Gross Settlement Amount in an amount to be set by the Court for documented out-of-pocket
18 litigation costs and expenses, not to exceed Twenty Thousand Dollars (\$20,000). An IRS Form
19 1099 will be issued to Class Counsel with respect to its award of costs and expenses. Defendant
20 agrees not to dispute or otherwise object to the attorneys’ cost award requested by Class Counsel
21 so long as the request does not exceed \$20,000.

22 (i) **Settlement Administration Costs:** The fees and other charges of the
23 Settlement Administrator to administer the Settlement are expected to total no more than Twenty
24 Thousand Dollars (\$20,000.00) and will be paid from the Gross Settlement Amount. These fees
25 shall include any costs associated with the required tax reporting on any Individual Payment
26 Amounts, and the issuing of any and all W-2 and 1099 forms. Subject to approval of the Court, the
27 Parties have agreed that Phoenix Settlement Administrator will serve as a neutral third-party
28 claims’ administrator (“Settlement Administrator”) to perform all acts related to providing notice

1 to the Settlement Class. Settlement Administrator shall be responsible for (a) printing and
2 distributing the Court-approved Notice of Class Action Settlement (“Class Notice”) to all Class
3 Members; (b) administering the settlement; (c) processing exclusions, objections, and field
4 inquiries from Class Members; (d) resolving disputes; (e) calculating the Individual Payment
5 Amount each Participating Class Members is eligible to receive; (f) distributing the Gross
6 Settlement Amount as directed by the Court and set forth herein; (g) tax reporting; (h) providing
7 necessary weekly status reports; and (i) other duties and responsibilities set forth herein.

8 (j) **No Warranty by Defendant:** Plaintiff understands and agrees that
9 Defendant is not providing Plaintiff or Class Members with tax or legal advice and that Defendant
10 makes no representations regarding tax obligations or consequences, if any, related to this
11 Settlement Agreement.

12 **D. Release of Claims.**

13 1. Upon the Effective Date, and subject to Defendant’s full payment of the Gross
14 Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Settlement
15 Class Members who do not timely opt-out of the Settlement will be deemed to have fully released
16 and discharged Defendant Greens Operations, Inc., and its present and former officers, directors,
17 employees, and agents (“Released Parties”) from any and all Released Class Claims which arose
18 during their employment in a non-exempt position in California during the Class Period.

19 2. Upon the Effective Date, and subject to Defendant’s full payment of the Gross
20 Settlement Amount and all associated employer payroll tax obligations, Plaintiff and the State of
21 California will be deemed to have fully released and discharged the Released Parties from any and
22 all Released PAGA Claims which arose during the PAGA Period.

23 3. “Released Class Claims” means any and all claims and/or causes of action which
24 accrued during the Class Period during employment in a non-exempt position in California, that
25 are alleged, or that could have been alleged in the Action based on the facts set forth in the First
26 Amended Complaint in the Action (which includes direct class action claims under Labor Code
27 §§ 201-203, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, and 1198 and under Business &

1 Professions Code section 17200 *et seq.* predicated on the underlying Labor Code claims alleged).
2 No PAGA claims are encompassed in the Released Class Claims.

3 4. “Released PAGA Claims” means any and all PAGA claims and/or causes of action
4 which accrued during the PAGA Period, that are alleged in Plaintiff’s March 29, 2022 pre-filing
5 letter to the LWDA, attached hereto as **Exhibit 4**. The Released PAGA Claims do not include any
6 Aggrieved Employee’s claim for wages or damages. No Aggrieved Employee may opt out of the
7 PAGA portion of the Settlement.

8 5. Upon the Effective Date, and subject to Defendant’s full payment of the Gross
9 Settlement Amount and all associated employer payroll tax obligations, Plaintiff Garcia shall be
10 deemed to have fully, finally, and forever released the Released Parties from any and all claims,
11 obligations, demands, Action, rights, causes of action, and liabilities against the Released Parties,
12 of whatever kind and nature, character, and description, whether in law or equity, whether
13 sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common
14 law, or other source of law, whether known or unknown, and whether anticipated or unanticipated,
15 including unknown claims covered by Civil Code Section 1542, arising through the date of her
16 signature hereon, for any type of relief, including, without limitation, claims for wages, damages,
17 unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation
18 costs, restitution, or equitable relief. These claims include, but are not limited to, the Released
19 Class Claims and Released PAGA Claims, as well as any other claims under any provision of the
20 California Labor Code or any applicable California Industrial Welfare Commission Wage Orders,
21 and claims under local, state, or federal discrimination statutes, including, without limitation, the
22 California Fair Employment and Housing Act, California Government Code §§ 12940 *et seq.*; the
23 Unruh Civil Rights Act, California Civil Code §§ 51 *et seq.*; the California Constitution; Title VII
24 of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 *et seq.*; the Americans with Disabilities Act,
25 42 U.S.C. §§ 12101 *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C.
26 §§ 1001 *et seq.*; and all of their implementing regulations and interpretive guidelines. With respect
27 to these Released Claims as described in this Section, Plaintiff Garcia shall be deemed to have
28 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights,

1 and benefits she may otherwise have had pursuant to Section 1542 of the California Civil Code,
2 which provides as follows:

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

7 Notwithstanding Section 1542, Plaintiff understands and agrees that this Agreement shall
8 act as a release of all future claims that may arise from Plaintiff Garcia's employment or separation
9 from employment with Defendant, or any other matters that existed between Plaintiff Garcia and
10 the Released Parties up to the date of this Agreement, whether such claims are currently known or
11 unknown, and that Plaintiff intentionally waives any rights she may have under the provisions of
12 Section 1542, as well as under any other statutes or common law principles of similar effect in the
13 State of California or in any other state.

14 **E. Notice and Exclusion Process.**

15 1. Within ten (10) calendar days after entry of the order granting preliminary approval
16 of this Settlement, Defendant shall provide to the Settlement Administrator a list of all Class
17 Members and Aggrieved Employees, including their last known addresses, telephone numbers,
18 social security numbers, and their dates of employment in a non-exempt position in California
19 during the Class Period (for Class Members) and the PAGA Period (for Aggrieved Employees)
20 ("Settlement Class Information"). The names, addresses, telephone numbers, and Social Security
21 numbers will only be disclosed to the Settlement Administrator and not to Plaintiff Counsel. All
22 information provided to the Settlement Administrator will be marked CONFIDENTIAL. This
23 information shall be kept confidential and shall not be disclosed, either in writing or orally, by the
24 Settlement Administrator. The Settlement Administrator shall use due care with respect to the
25 storage, custody, use, and/or dissemination of the confidential information. Such information must
26 be stored in a secure fashion and all persons who access the data must agree to keep it confidential.

27 2. A notice of pendency of class action, proposed settlement, and hearing date for
28 Court approval ("Class Notice") in the form attached hereto as **Exhibit 1**, and as approved by the
Court, shall be sent by the Settlement Administrator to the Class Members and Aggrieved

1 Employees, by first class mail, within twenty (20) calendar days after entry of the order granting
2 preliminary approval. Attached to the Class Notice will be a request for exclusion form (“Request
3 for Exclusion Form”) in the form attached hereto as **Exhibit 2** and an objection form (“Objection
4 Form”) in the form attached hereto as **Exhibit 3**.

5 3. The Settlement Administrator will make reasonable efforts to ensure that the Class
6 Notice and Request for Exclusion Form are sent to all Class Members and Aggrieved Employees.
7 It will conclusively be presumed that if an envelope has not been returned within thirty (30) days
8 of the mailing that the Class Member or Aggrieved Employee received the Class Notice. In the
9 event of returned or non-deliverable notices, the Settlement Administrator will make reasonable
10 efforts to locate Class Members and Aggrieved Employees and re-send the notices.

11 4. Each Class Member will be fully advised of the settlement, the ability to object to
12 the settlement, and the ability to submit a Request for Exclusion Form. The Class Notice will
13 inform the Class Members of the Court-established deadlines for filing an Objection Form and a
14 Request for Exclusion Form. Aggrieved Employees may neither object to, nor exclude themselves
15 from, the PAGA portion of the settlement.

16 5. Each Class Notice will contain personalized information setting forth the number of
17 weeks each Class Member and Aggrieved Employee worked for Defendant in California in a non-
18 exempt position during the Class Period and their estimated Individual Payment Amount. To the
19 extent a Class Member or Aggrieved Employee disputes any of the information listed on his or her
20 Class Notice, he or she may produce evidence to the Settlement Administrator showing such
21 information the individual contends should be reflected in the Class Notice. Defendant’s records
22 will be presumed determinative, however, and the Settlement Administrator’s decision on these
23 matters will be final. The Class Notice will also set forth IRS W-9 information if required.

24 6. All Class Members who do not submit a Request for Exclusion Form will be eligible
25 to receive an Individual Payment Amount and all Aggrieved Employees will be eligible to receive
26 a share of the PAGA allocation from the Net Settlement Proceeds, which shall be mailed to them
27 if and when the Effective Date occurs.

1 7. In order to elect not to participate in the Settlement, a Class Member must submit a
2 Request for Exclusion Form, and mail it to the Settlement Administrator no later than forty-five
3 (45) calendar days after the initial mailing of the Class Notice and Request for Exclusion Form to
4 Class Members, unless the Court requires a longer period, in which case the Court ordered
5 exclusion period will apply. The date of the postmark shall be deemed the date of submission. The
6 timeliness of submitted Request for Exclusion Forms will be determined by valid postmark. If the
7 45th day falls on a Sunday or federal holiday, the time to request exclusion will be extended to the
8 next day on which the U.S. Postal Service is open.

9 8. The deadline for submission of Exclusion Forms shall be extended once by 30 days
10 for those Class Members whose Class Notice and Exclusion Form are returned as “undeliverable.”
11 If the 30th day falls on a Sunday or federal holiday, this deadline will be extended to the next day
12 on which the U.S. Postal Service is open.

13 9. The Settlement Administrator will search for additional addresses on returned mail
14 and will re-mail the Class Notice and Exclusion Form to an updated address (if any) within 15 days
15 of receipt of the returned mail. The 30-day extended time limit will run from the date of the second
16 mailing for those Class Members. To the extent a Class Notice from the initial mailing is not
17 returned within 30 days, it shall be deemed to have been sent to a valid address even if it is thereafter
18 returned. It is the intent of the Parties that reasonable, but not extraordinary, efforts be used to
19 locate Class Members. If the initial Class Notice and Request for Exclusion Form is returned, the
20 Settlement Administrator will search using the social security number for a more current address.
21 If no address is found within 10 days, no further action is required.

22 10. The Settlement Administrator will notify the Parties of the total number of valid
23 Request for Exclusion Forms within ten (10) calendar days after the deadline for receipt of the
24 Request for Exclusion Forms (fifty-five (55) days following the initial mailing of the Class Notice
25 and Request for Exclusion Forms to Class Members and Aggrieved Employees).

26 11. In order to object to the settlement, a Class Member may mail his or her Objection
27 Form to the Settlement Administrator no later than forty-five (45) calendar days after the mailing
28 of the Class Notice and Request for Exclusion Form to Class Members, unless the Court requires a

1 longer period, in which case the Court ordered objection period will apply. If the 45th day falls on
2 a Sunday or federal holiday, the time to object to the settlement will be extended to the next day on
3 which the U.S. Postal Service is open. Class Members may also appear at the Final Approval
4 Hearing to object to the settlement, either in person or through an attorney at their own expense.

5 12. The Settlement Administrator shall provide to the Parties, at least twelve (12)
6 calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a declaration
7 of due diligence and proof of mailing with regard to the mailing of the Class Notice and Request
8 for Exclusion Forms. The Settlement Administrator will also provide to the Parties, at least twelve
9 (12) calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a report
10 listing the amount of all payments to be made to each Class Member without names or personal
11 identifying information.

12 13. Defendant shall deposit the Gross Settlement Amount and all employer payroll tax
13 obligations with the Settlement Administrator no later than sixty (60) calendar days after the Court
14 enters an order granting final approval of the Settlement. No funds shall be disbursed from the
15 Qualified Settlement Fund prior to the occurrence of the Effective Date.

16 14. The Settlement Administrator shall disburse the Gross Settlement Amount within
17 fifteen (15) calendar days after its receipt thereof, subject to the prior occurrence of the Effective
18 Date. Class Members and Aggrieved Employees must cash each of their Individual Payment
19 Amount checks within one hundred eighty (180) calendar days after they are mailed by the
20 Settlement Administrator. The value of any checks uncashed more than one hundred eighty (180)
21 days after mailing shall be redistributed to those Class Members who have cashed their checks,
22 proportionately based on the value of their first Settlement payment.

23 **F. Duties of the Parties Prior to Court Approval.**

24 1. Promptly after execution of this Settlement Agreement, Plaintiff shall move the
25 Court for preliminary approval of this settlement and entry of an order accomplishing the
26 following:
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1 (a) scheduling a fairness hearing on the question of whether the proposed
2 settlement should be finally approved as fair, reasonable and adequate as to the Class Members
3 and Aggrieved Employees;

4 (b) approving as to form and content the proposed Class Notice;

5 (c) approving as to form and content the proposed Request for Exclusion
6 Form;

7 (d) preliminarily certifying the Settlement Class for purposes of approving
8 the Settlement Agreement;

9 (e) preliminarily approving the PAGA payment of \$75,000 to the LWDA;

10 (f) preliminarily setting attorneys' fees and costs payable to Class Counsel;

11 (g) preliminarily setting the Service Payment to the Class Representative;

12 (h) preliminarily approving Phoenix Settlement Administration as the
13 Settlement Administrator and its estimated fees and costs of \$20,000; and

14 (i) permitting Plaintiff to file the First Amended Complaint.

15 2. The Parties shall submit this Settlement Agreement to the Court and the LWDA
16 in support of Plaintiff's unopposed motion for preliminary approval of the settlement.

17 **G. Duties of the Parties in Connection with and Following Final Court Approval.**

18 1. In connection with the hearing on final approval of the settlement, the Parties will
19 submit a proposed final order no later than ten (10) calendar days prior to the scheduled date of
20 the hearing on final approval (unless otherwise ordered by the Court):

21 (a) approving the settlement, adjudging the terms thereof to be fair, reasonable
22 and adequate, and directing consummation of its terms and provisions;

23 (b) approving Class Counsel's application for an award of attorneys' fees and
24 reimbursement of documented litigation costs and expenses, the Service Payment to the Class
25 Representative, the PAGA Payment to the LWDA, and the costs of administering the settlement;
26 and

27 (c) Entering judgment in the Action in accordance with this Settlement
28 Agreement, pursuant to Cal. Rules of Court, Rule 3.769(h).

2. Class Counsel shall file an application for attorneys' fees and reimbursement of costs and expenses no later than ten (10) calendar days prior to the scheduled date of the hearing on final approval (unless otherwise ordered by the Court).

H. Miscellaneous Provisions:

1. Voiding the Agreement.

A failure of the Court to approve any material condition of this Settlement Agreement which effects "a fundamental change of the Parties' settlement," or if the settlement is reversed or materially modified on appellate review, shall render the entire Settlement Agreement voidable and unenforceable as to all Parties herein at the option of any Party.

2. Parties' Authority.

The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

3. Mutual Full Cooperation.

The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement.

4. No Prior Assignments.

The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Settlement Agreement.

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1 5. **No Admission.**

2 Nothing contained herein, nor the consummation of this Settlement Agreement, is to be
3 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
4 of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
5 Settlement Agreement with the intention of avoiding further disputes and litigation with the
6 attendant inconvenience and expenses. This Settlement Agreement is a settlement document and
7 shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408
8 and/or any other similar law, be inadmissible in evidence in any proceeding, except an action or
9 proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement.

10 6. **Construction.**

11 The Parties hereto agree that the terms and conditions of this Settlement Agreement are the
12 result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement
13 Agreement shall not be construed in favor of or against any Party by reason of the extent to which
14 any Party or her or its counsel participated in the drafting of this Settlement Agreement.

15 7. **Captions and Interpretations.**

16 Paragraph titles or captions contained herein are inserted as a matter of convenience and for
17 reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement
18 or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a
19 recital.

20 8. **Modification.**

21 This Settlement Agreement may not be changed, altered, or modified, except in writing and
22 signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be
23 discharged except by performance in accordance with its terms or by a writing signed by each of
24 the Parties hereto on their attorneys.

25 9. **Integration Clause.**

26 This Settlement Agreement contains the entire agreement between the Parties relating to
27 the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
28 understandings, representations, and statements, whether oral or written and whether by a Party or

1 such Party's legal counsel, are merged herein. No rights hereunder may be waived except in
2 writing.

3 **10. Binding on Assigns.**

4 This Settlement Agreement shall be binding upon and inure to the benefit of the Parties
5 hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

6 **11. Governing Law.**

7 All terms of this Settlement Agreement and its exhibits shall be governed by and interpreted
8 according to the laws of the State of California, without giving effect to any conflict of law
9 principles or choice of law principles.

10 **12. Signatures of All Class Members Unnecessary to be Binding.**

11 It is agreed that, because the members of the Settlement Class are numerous, it is impossible
12 or impractical to have each Class Member execute this Settlement Agreement. The Class Notice,
13 attached hereto as Exhibit 1, will advise all Class Members of the binding nature of the release
14 provided herein and such shall have the same force and effect as if this Settlement Agreement was
15 executed by each Class Member.

16 **13. Counterparts.**

17 This Settlement Agreement may be executed in counterparts, and when each Party has
18 signed and delivered at least one such counterpart, each counterpart shall be deemed an original,
19 and when taken together with other signed counterparts, shall constitute one fully-signed Settlement
20 Agreement, which shall be binding upon and effective as to all Parties.

21 **14. Confidentiality**

22 Until Plaintiff files her motion for preliminary approval of the class action settlement of the
23 Action, the Parties and their Counsel agree to maintain confidentiality as to the Settlement,
24 including the amount and terms of the Settlement, except as to spouses, children, parents, tax or
25 financial advisors, attorneys, taxing agencies, or as otherwise required by law.

26 **15. No Publicity**

27 Plaintiff and her Counsel will not contact the media about the Settlement Agreement or
28 respond to any inquiries by the media regarding the Settlement, other than to state that the matter

1 was amicably settled, and the Court did not find Defendant liable. Plaintiff and her Counsel also
2 will not post any information about the Settlement Agreement on social media or their firms'
3 websites.

4 **16. Representation Regarding Class Size; Escalator Provision**

5 Defendant has represented that Class Members worked no more than 9,122 workweeks
6 during the Class Period. Should this number increase, the Gross Settlement Amount will increase
7 proportionately. For example, if there are 10,034 workweeks, the Gross Settlement Amount shall
8 increase by 10%.

9 **17. Continuing Jurisdiction.**

10 The Parties agree that upon the occurrence of the entry of judgment in this case pursuant to
11 the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code
12 of Civil Procedure Section 664.6 and all other applicable law, and the Court shall retain exclusive
13 and continuing equity jurisdiction of this Action over all Parties and Class Members to interpret
14 and enforce the terms, conditions and obligation of the Agreement.

15 **18. Default; Notice; Cure; Acceleration; Time is of the Essence.**

16 Time is of the essence with respect to all provisions of this Agreement. If Defendant fails
17 to timely make the payment due hereunder, it shall be in default of its obligations. Plaintiff shall
18 thereafter give notice of default to counsel of record for Defendant and Defendant must cure said
19 default within ten (10) calendar days thereof. In the event of an uncured default, all unpaid amounts
20 shall be due and payable with interest at the legal rate from the date of default. Time is of the
21 essence with respect to all terms of this Settlement.

22 [SIGNATURES ON FOLLOWING PAGE]
23
24
25
26
27
28

1 Dated: _____
2 12 / 07 / 2023
3

By:  _____
MARGARITA GARCIA
Plaintiff and Class Representative

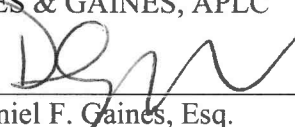
4 Dated: _____
5

GREENS OPERATIONS, INC.

6 By: _____
7 Its: _____
8

9 **APPROVED AS TO FORM AND CONTENT:**

10 Dated: 12/7/2023
11

GAINES & GAINES, APLC
By:  _____
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Counsel for Plaintiff and Class
Representative Margarita Garcia

14 Dated: _____
15

SOLTMAN, LEVITT, FLAHERTY &
WATTLES LLP

17 By: _____
18 Kevin Wattles, Esq.
19 Rachel Marko, Esq.
20 Counsel for Defendant Green Operations,
21 Inc.
22
23
24
25
26
27
28

1 Dated:

2 By: _____
3 MARGARITA GARCIA
4 Plaintiff and Class Representative

5 Dated: 12/7/2023

6 GREENS OPERATIONS, INC.

7 By: _____
8 Its: _____
9 Managing Principal

DocuSigned by:
Whitney Radabaugh
82210DAD4BC048B...

10 **APPROVED AS TO FORM AND CONTENT:**

11 Dated: _____

12 GAINES & GAINES, APLC

13 By: _____
14 Daniel F. Gaines, Esq.
15 Alex P. Katofsky, Esq.
16 Counsel for Plaintiff and Class
17 Representative Margarita Garcia

18 Dated: December 6, 2023

19 SOLTMAN, LEVITT, FLAHERTY &
20 WATTLES LLP

21 By: _____
22 Kevin Wattles, Esq.
23 Rachael Marko, Esq.
24 Counsel for Defendant Green Operations,
25 Inc.



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 _____, 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 _____, 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 _____. 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 _____. 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 _____. 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 _____.

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 [address], [telephone number].

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.