

Electronically Filed
Superior Court of California
County of Santa Cruz
April 23, 2026
Clerk of the Court by Deputy,
Semper, Miranda

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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
COUNTY OF SANTA CRUZ

11 MARIA MAGDALENA AVILA, as an
12 individual and on behalf of all other
similarly situated Class

13
14 Plaintiff,

15 v.

16 LAKESIDE ORGANIC GARDENS, LLC,
17 a California Limited Liability Company;
and DOES 1-100, inclusive,

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19 Defendants.
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Case No.: 24CV00507

**ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES AND
COSTS, AND JUDGMENT**

Date: April 22, 2026
Time: 8:30
Dept.: 5

1 The Court, having read the papers filed with regard to Plaintiff's motion for final approval
2 of a class action settlement and request for attorney's fees and costs, and having heard argument on
3 the motions, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action, including
5 the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement (the "Settlement Agreement"), attached as
7 Exhibit 1 to the Declaration of Chad Saunders, filed on October 25, 2025, is the product of arms-
8 length negotiations between the parties and the terms of the Settlement Agreement are fair,
9 reasonable, adequate, and in the best interests of the Settlement Class. The Settlement Agreement
10 therefore is finally approved, and its terms incorporated herein. The Court orders the parties to the
11 Settlement Agreement to perform forthwith their respective duties and obligations thereunder.

12 3. The Settlement Class, which was provisionally certified by the Court in its November
13 19, 2025 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
14 Procedure Section 382 for purposes of settlement only. The Settlement Class includes all current
15 and former non-exempt employees that worked either directly or via a staffing agency and employed
16 by Defendant Lakeside Organic Gardens, LLC ("Lakeside" or "Defendant") in California during the
17 Class Period of February 20, 2020 through November 19, 2025.

18 4. The Court adjudges that all Participating Class Members, on behalf of themselves
19 and their respective former and present representatives, agents, attorneys, heirs, administrators,
20 successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably
21 could have been alleged, based on the Class Period facts stated in the Operative Complaint. These
22 include, but are not limited to, unpaid minimum wages and liquidated damages (Labor Code
23 Sections 218, 218.5, 1194, 1194.2); unpaid overtime wages (Labor Code Section 510, 1194, Wage
24 Orders); failure to provide compliant meal and rest periods or pay premiums (Labor Code Sections
25 226.7, 512; Wage Orders); noncompliant wage statements (Labor Code Section 226); failure to pay
26 all wages owed upon termination of employment (Labor Code Sections 201, 202, 203); Failure to
27 reimburse business expenses (Labor Code Section 2802); Unfair competition (Business and
28 Professions Code Section 17200 et seq.). Except as set forth in Section 5.3 of this Agreement,

1 Participating Class Members do not release any other claims, including claims for vested benefits,
2 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
3 disability, social security, workers' compensation or claims based on facts occurring outside the
4 Class Period.

5 5. The Court further adjudges that all Non-Participating Class Members who are
6 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
7 and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the
8 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
9 been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA
10 Notice.

11 6. Under the Settlement Agreement, Defendant agrees to pay the Gross Settlement
12 Amount ("GSA") of \$900,000.00. The Settlement Administrator is ordered to distribute to the
13 Participating Class Members their respective individual settlement payments from the Net
14 Settlement Amount as provided in the Settlement Agreement. All settlement distribution checks
15 shall be negotiable for 180 days from the date of issuance. Funds attributable to uncashed checks
16 that remain after the check void date shall be forwarded to Family Services Agency of the Central
17 Coast, Survivor's Healing Program, which is hereby approved by the Court as *cy pres* beneficiary.
18 No funds shall revert to Defendant.

19 7. The Court further orders that the Class Members be provided with notice of this
20 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
21 copy of the Judgment on its website for a period of no less than sixty (60) days.

22 8. The Class Counsel Award claimed by Class Counsel Crosner Legal PC is reasonable,
23 appropriate, and consistent with the attorneys' fees awarded in the Greater Los Angeles Area for
24 attorneys with similar qualifications, skill, and experience. Further, the costs incurred by Class
25 Counsel were reasonable and necessary for the successful prosecution of the case. Accordingly, the
26 Court approves Class Counsel's request for an award of attorney's fees in the amount of \$300,000.00
27 and an award of costs and expenses in the amount of \$20,000.00. Such amounts shall be paid as
28 provided in the Settlement Agreement.

1 9. The request for a service award to Plaintiff and Class Representative Maria
2 Magdalena Avila in the amount of \$10,000.00 each, is reasonable given the risks Plaintiff assumed
3 and the amount of time Plaintiff spent assisting with prosecuting the case. The requested amount
4 also is within the range of reasonableness for such awards approved in other cases. Accordingly,
5 the Court approves the request for a service payment to Bryan Heredia in the amount of \$10,000.00,
6 and the Settlement Administrator is ordered to make such payments consistent with the terms of the
7 Settlement Agreement.

8 10. The Court finds and determines the \$30,000 PAGA Penalties payment is fair,
9 appropriate, and reasonable and that the payment to the California Labor & Workforce Development
10 Agency of \$22,500.00 as its share of the settlement of civil penalties under the California Private
11 Attorneys General Act, Labor Code Sections 2698, *et seq.*, is fair, appropriate, and reasonable. The
12 remaining \$7,500.00 shall be distributed to the PAGA Members consistent with the terms of the
13 Settlement Agreement. The Court hereby finally approves said payments and orders the payments
14 be made per the terms of the Settlement Agreement.

15 11. The Settlement Agreement provides the Settlement Administrator, Phoenix
16 Settlement Administrators, shall be paid for its fees and services from the GSA. As set forth in the
17 Declaration of Jarrod Salinas, the Settlement Administrator is owed \$16,000.00 for services
18 rendered and to be rendered in administering the settlement. The Court therefore orders that Phoenix
19 Settlement Administrators be paid the amount of \$16,000.00 consistent with the terms of the
20 Settlement Agreement.

21 12. A Compliance Hearing is set for April 21, 2027, at 8:30 a.m., in Department 5 of the
22 Santa Cruz County Superior Court. The parties are ordered to file a compliance report no later than
23 five (5) court days before the compliance hearing.

24 13. Under California Rule of Court 3.769(h), without affecting the finality of this Order
25 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
26 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
27 contemplated becomes effective and each and every act agreed to be performed by the parties has
28 been performed under the terms of the Settlement Agreement; (2) any other action necessary to

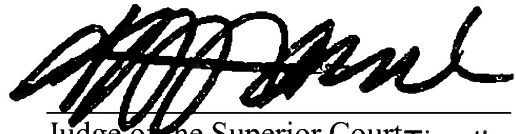
1 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
2 construction, and interpretation of the Settlement Agreement.

3 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
4 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
5 This Order is not a finding of the validity or invalidity of any claims in this action or a determination
6 of any wrongdoing by any party. The final approval of the Parties' settlement will not constitute
7 any opinion, position or determination of this Court as to the merits of the claims or defenses of any
8 party.

9 15. Judgment is hereby entered as follows: Plaintiff Maria Magdalena Avila and the
10 Participating Class Members, defined as all current and former non-exempt employees that worked
11 either directly or via a staffing agency and employed by Defendant Lakeside in California during
12 the Class Period of February 20, 2020 through November 19, 2025, who have not otherwise opted
13 out, shall take nothing from Defendant except as set forth in the Settlement Agreement. The Court
14 shall retain jurisdiction over the parties to interpret, implement and enforce this Judgment.

15 **IT IS SO ORDERED AND ADJUDGED.**

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18 Dated: 4/22/2026 2:02:18 PM



Judge of the Superior Court Timothy Schmal