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Attorneys for Plaintiff

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

ADILENE VEGA-FELIX, individually, and on  
behalf of other members of the general public  
similarly situated and on behalf of other  
aggrieved employees pursuant to the  
California Private Attorneys General Act;

Plaintiff,

vs.

GREEN ACRES NURSERY & SUPPLY LLC.,  
a California limited liability company; and  
DOES 1 through 100, inclusive,

Defendants.

Case No.: 34-2022-00327142-CU-OE-GDS

Honorable Jill H. Talley  
Department 23

**CLASS ACTION**

**~~[PROPOSED]~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

**Reservation No. A-327142-001**

Date: March 28, 2025  
Time: 9:00 a.m.  
Dept.: 23

Complaint Filed: September 22, 2022  
Trial Date: None Set

**FILED**  
Superior Court of California  
County of Sacramento  
**04/17/2025**  
T. Shaddix, Deputy

1 **[PROPOSED] ORDER**

2 Plaintiff Adilene Vega-Felix’s (“Plaintiff”) Motion for Preliminary Approval of Class Action  
3 and PAGA Settlement (“Motion”) came on for hearing before this Court on March 28, 2025. The  
4 Court, having considered Plaintiff’s Motion, memorandum of points and authorities in support thereof,  
5 and supporting declarations filed therewith, and good cause appearing, **HEREBY ORDERS THE**  
6 **FOLLOWING:**

7 1. The Court **GRANTS** preliminary approval of the Joint Stipulation of Class Action and  
8 PAGA Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit 1 to the Declaration  
9 of Jill J. Parker in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA  
10 Settlement. The Court finds the Settlement Agreement to be within the range of reasonableness of a  
11 settlement that ultimately could be granted approval by the Court at the final approval hearing. All  
12 capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

13 2. It appears to the Court on a preliminary basis that the Settlement Agreement is fair,  
14 adequate, and reasonable. It appears to the Court that adequate investigation and research have been  
15 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective  
16 positions. It further appears to the Court at this time that the Settlement Agreement will avoid  
17 substantial additional costs by all parties, as well as avoid the delay and risks that would be presented  
18 by the further prosecution of the case. It further appears that the Settlement Agreement has been  
19 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was entered  
20 into in good faith.

21 3. The Court preliminarily finds that the Settlement Agreement, including the allocations  
22 for Attorneys’ Fees and Costs, Enhancement Payment, Settlement Administration Costs, PAGA  
23 Amount, and payments to the Class Members and PAGA Members provided thereby, appear to be  
24 within the range of reasonableness of a settlement that could ultimately be given final approval by this  
25 Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the  
26 Settlement Agreement and preliminarily finds that the monetary settlement awards made available to  
27 the Class Members and PAGA Members are fair, adequate, and reasonable when balanced against the  
28 probable outcome of further litigation relating to certification, liability, and damages issues.

1           4.       The Court concludes that, for settlement purposes only, the proposed Class meets the  
2 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)  
3 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;  
4 (b) common questions of law and fact predominate, and there is a well-defined community of interest  
5 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's  
6 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately  
7 protect the interests of the members of the Class; (e) a class action is superior to other available  
8 methods for the efficient adjudication of the controversy; and (f) Class Counsel are qualified to act as  
9 counsel for Plaintiff in her individual capacity and as the representative of the Class.

10           5.       The Court conditionally certifies, for settlement purposes only, the Class, defined as  
11 follows:

12           All current and former hourly-paid or non-exempt employees who worked for  
13 Defendant within the State of California at any time during the period from September  
14 22, 2018 to the date of this Order.

15           6.       For purposes of settlement only, the Court designates Plaintiff Adilene Vega-Felix as  
16 the Class Representative.

17           7.       For purposes of settlement only, the Court designates Arby Aiwazian, Joanna Ghosh,  
18 and Vartan Madoyan of Lawyers *for* Justice, PC and Jill J. Parker and S. Emi Minne of Parker &  
19 Minne, LLP as Class Counsel.

20           8.       The Court designates Phoenix Settlement Administrators as the third-party Settlement  
21 Administrator.

22           9.       The Parties are ordered to implement the Settlement Agreement according to the terms  
23 of the Settlement Agreement.

24           10.      Within thirty (30) calendar days of the date of this Order, Defendant shall provide the  
25 Settlement Administrator with the Class List consisting of the following information for each Class  
26 Member: full name, last known mailing address, Social Security Number, the number of Workweeks  
27 worked as an hourly-paid or non-exempt employee of Defendant in California during the Class Period  
28 and during the PAGA Period, and such other information as is necessary for the Settlement

1 Administrator to calculate Workweeks during the Class Period and during the PAGA Period.

2       11. The Court approves, as to form and content, the Notice of Class Action Settlement  
3 (“Class Notice”) attached as Exhibit A to this Order. The Court finds that the Class Notice appears to  
4 fully and accurately inform the Class Members of all material elements of the Settlement, of Class  
5 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of  
6 Class Members’ right to dispute the Workweeks credited to each of them, and of each Class Member’s  
7 right and opportunity to object to the Class Settlement by sending an objection to the Settlement  
8 Administrator or appearing at the Final Approval Hearing. The Court further finds that distribution  
9 of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and  
10 this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the  
11 requirements of due process and shall constitute due and sufficient notice to all persons entitled  
12 thereto. The form and method of giving notice complies fully with the requirements of California  
13 Code of Civil Procedure section 382, California Civil Code section 1781, Rules 3.766 and 3.769 of  
14 the California Rules of Court, the California and United States Constitutions, and other applicable  
15 law.

16       12. The Court directs the Administrator to mail the Class Notice by First-Class U.S. mail  
17 to all Class Members no later than fourteen (14) calendar days after receiving the Class List from  
18 Defendant, in accordance with the terms of the Settlement Agreement.

19       13. The Court hereby approves the proposed procedure, set forth in the Settlement  
20 Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be  
21 excluded from the Class Settlement by submitting a timely and valid written Request for Exclusion in  
22 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,  
23 postmarked no later than the date which is sixty (60) calendar days from the initial mailing of the Class  
24 Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice, the  
25 Response Deadline will be fifteen (15) calendar days from the original sixty (60) calendar day  
26 deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the  
27 Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound  
28 by the Class Settlement or have any right to object, appeal, or comment thereon. If the Settlement is

1 granted final approval, Class Members who have not submitted a timely and valid request to be  
2 excluded from the Settlement (i.e., Participating Class Members) shall be bound by the Class  
3 Settlement and any final judgment based thereon, and PAGA Members will be entitled to recovery  
4 from the PAGA Settlement and will be deemed to release the Released PAGA Claims, irrespective of  
5 whether they opt out of the Class Settlement.

6 14. The Court further approves the procedures for Participating Class Members to object  
7 to the Settlement Agreement, as set forth in the Notice and the Settlement Agreement. To object to  
8 the Class Settlement, a Participating Class Member must submit a written objection to the Settlement  
9 Administrator on or before the Response Deadline. The objection must be signed and must contain  
10 the information that is required, as set forth in the Class Notice, including and not limited to the  
11 grounds for the objection. The procedures and requirements for filing objections in connection with  
12 the final fairness hearing are intended to ensure the efficient administration of justice and the orderly  
13 presentation of any Participating Class Member's objection to the Settlement Agreement, in  
14 accordance with the due process rights of all Class Members. Participating Class Members who wish  
15 to object to the Class Settlement may also appear at the Final Approval Hearing to object to the Class  
16 Settlement.

17 15. The hearing on Plaintiff's Motion for Final Approval is scheduled to take place in  
18 Department 23 of this Court, located at 720 Ninth Street, Sacramento, California 95814, on  
19 August 22, 2025, at 9:00 a.m. ~~4 p.m.~~ At the Final Approval hearing, the  
20 Court will consider: (a) whether the Settlement Agreement should be finally approved as fair,  
21 reasonable, and adequate for the Class; (b) whether a judgment granting final approval of the  
22 Settlement Agreement should be entered; and (c) whether Plaintiff's application for the Enhancement  
23 Payment, Settlement Administration Costs, and Class Counsel's Attorneys' Fees and Costs should be  
24 granted.

25 16. Plaintiff's Counsel shall file memoranda, declarations, or other statements and  
26 materials in support of their request for final approval of Plaintiff's application for the Enhancement  
27 Payment, Settlement Administration Costs, and Class Counsel's Attorneys' Fees and Costs, prior to  
28

1 the hearing on Plaintiff's Motion for Final Approval of Settlement according to the time limits set by  
2 the Code of Civil Procedure and the California Rules of Court.

3 17. The Settlement is not a concession or admission, and shall not be used against  
4 Defendant as an admission or indication with respect to any claim of any fault or omission by  
5 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any  
6 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts  
7 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed  
8 to be in evidence for any purpose adverse to Defendant, including, but not limited to, evidence of a  
9 presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing,  
10 omission, concession, or damage, except for legal proceedings concerning the implementation,  
11 interpretation, or enforcement of the Settlement.

12 18. Pending the Final Approval Hearing, all proceedings in this Action, other than  
13 proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement  
14 and this Order, are stayed.

15 19. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in  
16 connection with the administration of the Settlement Agreement which are not materially inconsistent  
17 with either this Order or the terms of the Settlement Agreement.

18 20. In the event the Settlement does not become effective in accordance with the terms of  
19 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails  
20 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and  
21 the Parties shall revert back to their respective positions as of before entering into the Settlement  
22 Agreement.

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1           21.     The Court reserves the right to adjourn or continue the date of the Final Approval  
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class  
3 Members, and retains jurisdiction to consider all further applications arising out of or connected with  
4 the Settlement pursuant to California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the  
5 California Rules of Court.

6           **IT IS SO ORDERED.**

7  
8 DATED: 04/17/2025



By: \_\_\_\_\_

*Jill Talley*  
The Honorable Jill H. Talley  
Judge of The Superior Court

# **EXHIBIT A**

## **NOTICE OF CLASS ACTION SETTLEMENT**

### **PLEASE READ THIS NOTICE CAREFULLY.**

**You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the below-referenced case.**

**You do not need to take any action to receive a settlement payment but your legal rights are affected.**

**This is a Court-approved notice that is designed to advise you of your rights and options with respect to the settlement.**

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiff Adilene Vega-Felix ("Plaintiff") and Defendant Green Acres Nursery & Supply, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Adilene Vega-Felix v. Green Acres Nursery & Supply, LLC*, Case No. 34-2022-00327142, which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

### **I. IMPORTANT DEFINITIONS**

**"Class"** means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

**"Class Member"** means a member of the Class.

**"Class Period"** is the time period from September 22, 2018 through [date of Preliminary Approval].

**"Class Settlement"** means the settlement and resolution of Released Class Claims.

**"PAGA Members"** means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

**"PAGA Period"** means the time period from July 18, 2021 through the date of Preliminary Approval.

**"PAGA Settlement"** means the settlement and resolution of Released PAGA Claims.

### **II. BACKGROUND OF THE LAWSUIT**

On July 18, 2022, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("LWDA Notice"). On September 22, 2022, Plaintiff commenced a putative class and representative action lawsuit by filing a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act ("Operative Complaint") against Defendant in the Sacramento County Superior Court, Case No. 34-2022-00327142 (the "Action").

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code Section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code Sections 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant has denied and continues to deny all of the allegations in the Action or that it violated any law, and contends that at all times it has complied with the law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has preliminarily appointed Phoenix Settlement Administrators as the administrator of the Settlement (“Settlement Administrator”), Plaintiff as the representative of the Class (“Class Representative”), and the following attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwarzian  
Arby Aiwarzian  
Joanna Ghosh  
Vartan Madoyan  
**Lawyers for Justice, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Jill J. Parker  
S. Emi Minne  
**Parker & Minne, LLP**  
700 South Flower Street, Suite 1000  
Los Angeles, California 90017  
Telephone: (310) 882-6822 / Fax: (310) 889-8022

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Members will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members, the State of California, and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The Total Settlement Amount is \$1,795,000.00. The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount less the following payments: (1) attorneys’ fees, in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$628,250.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for her services in the Action; (3) the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (i.e., \$75,000) (“LWDA Payment”) and the remaining 25% (i.e., \$25,000) will be distributed to PAGA Members (“PAGA Member Amount”); and (4) Settlement Administration Costs in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”)

will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as fifty percent (50%) wages, which will be reported on an IRS Form W-2, and twenty-five percent (25%) penalties and twenty-five percent (25%) interest and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Share, resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contribution in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Total Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Amount ("Individual PAGA Payment") based on the number of Workweeks each PAGA Member worked for Defendant as an hourly paid or non-exempt employee in California during the PAGA Period. The Settlement Administrator has divided the PAGA Member Amount by the total number of Workweeks of all PAGA Employees during the PAGA Period to yield the "PAGA Workweek Value," and multiplied each PAGA Member's Individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below). PAGA Members shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Defendant will fund the Total Settlement Amount as follows:

- Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement Agreement.
- Within one hundred eighty (180) calendar days after the Effective Date, Defendant will fund the first installment of the Total Settlement Amount, which will consist of one-half of the Total Settlement Amount plus an amount sufficient for Employer Taxes, into a settlement account to be established by the Settlement Administrator (the "First Installment").
- Within seven (7) calendar days of the date on which the Settlement Administrator receives the First Installment, all available funds will be distributed by the Settlement Administrator in the following order of priority: (1) payment to all Settlement Class Members of one-half (1/2) of their respective Individual Settlement Payments, (2) payment of the Individual PAGA Payments to PAGA Members, (3) payment of the LWDA Payment to the LWDA, and (4) payment of one-half (1/2) of the Settlement Administration Costs to itself (the Settlement Administrator). To the extent any funds remain from the First Installment after distribution of these amounts, these funds shall be allocated on a pro rata basis to payment of the Individual Settlement Payments to the Settlement Class Members.
- Within one hundred eighty (180) calendar days after payment of the First Installment, Defendant will fund the second installment of the Total Settlement Amount, which will consist of one-half of the Total Settlement Amount, plus an amount sufficient for Employer Taxes, into a settlement account to be established by the Settlement Administrator (the "Second Installment").
- Within seven (7) calendar days of the date on which the Settlement Administrator receives the Second Installment, all available funds will be distributed by the Settlement Administrator in the following order of priority: (1) payment to all Settlement Class Members of the remaining amounts due for their respective Individual Settlement Payments, (2) payment of one-half (1/2) of the Settlement Administration Costs to itself, and (3) payment of the Court-approved Attorneys' Fees and Costs to Class Counsel.

The timing of these distributions will depend on the date of Final Approval of the Settlement and the dates on which Defendant funds the installments.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

## **B. Your Workweeks Based on Defendant's Records**

The Workweeks of each Class Member and PAGA Workweeks of each PAGA Member were calculated based on Defendant's records. According to Defendant's records,

- From September 22, 2018 through [date of Preliminary Approval] (i.e., the Class Period), you are credited as having worked [ ] Workweeks.
- Between July 18, 2021 through [date of Preliminary Approval] (i.e., the PAGA Period), you are credited as having worked [ ] PAGA Workweeks.

If you wish to dispute the Workweeks credited to you, you may submit your dispute by way of written letter that is sent to the Settlement Administrator, which must: (1) contain the case name and number of the Class Action (*Adilene Vega-Felix v. Green Acres Nursery & Supply, LLC*, Case No. 34-2022-00327142); (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security Number; (3) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (4) include information and attach documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct (do not send original documents); and (5) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked on or before [Response Deadline].

## **C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment**

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment (if applicable) is based on the number of Workweeks credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [ ]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [ ] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

## **D. Release of Claims**

As of the Effective Date, and full funding of the Second Installment of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members), on behalf of themselves and their respective past, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, and each and all of them, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

As of the Effective Date, and full funding of the Second Installment of the Total Settlement Amount, Plaintiff, the State of California with respect to all PAGA Members, and all PAGA Members, on behalf of themselves and their respective past, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, and each and all of them, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means all claims, debts, liabilities, demands, actions, or causes of action under state, federal or local law, whether statutory, common law or administrative, that were asserted or that could have been asserted in the Operative Complaint and/or the LWDA Notice, and all claims, debts, liabilities, demands, actions, or causes of action that reasonably could have been alleged based on the facts and/or claims alleged in the Operative Complaint and/or the LWDA Notice, and arising during the Class Period, including but not limited to all state and/or federal wage and hour claims,

failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to provide one day's rest in a seven day workweek; failure to maintain accurate records, including payroll records; failure to provide written notice at the time of hiring under California Labor Code Section 2810.5; unfair business practices; statutory penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum wage penalties, and waiting-time penalties; interest; claims arising under the California Labor Code (including but not limited to Sections 201-204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2810.5; the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code Section 17200, *et seq.*; the California Civil Code, including but not limited to Sections 3287 and 3294; 8 CCR Sections 11040, 11070, 11080, and 11140; California Code of Civil Procedure, including but not limited to Section 1021.5; and the Fair Labor Standards Act, 29 U.S.C. Section 201, *et seq.*; and attorneys' fees and costs related to the foregoing claims. This release excludes the release of claims not permitted by law and excludes claims for civil penalties arising under the California Private Attorneys General Act of 2004 ("PAGA").

"Released PAGA Claims" means all claims, actions, and causes of action for civil penalties, attorneys' fees, costs or interest arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* and arising during the PAGA Period, that were alleged or that reasonably could have been alleged in the Operative Complaint and/or the LWDA Notice based on the factual allegations and legal theories contained in the Operative Complaint and/or the LWDA Notice, including but not limited to all claims for penalties recoverable under PAGA concerning failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to provide one day's rest in a seven-day workweek; failure to maintain accurate records, including payroll records; failure to provide written notice at the time of hiring under California Labor Code Section 2810.5; waiting time penalties; and including without limitation any and all potential claims for penalties recoverable under PAGA predicated upon California Labor Code sections 201-204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2810.5; any duplicative or similar provisions arising under the Wage Orders of the California Industrial Welfare Commission, including, without limitation, Wage Orders 4-2001, 7-2001, and 8-2001; and any other PAGA penalty claims whatsoever alleged in the Operative Complaint or LWDA Notice, whether known or unknown, during the PAGA Period.

"Released Parties" means Defendant Green Acres Nursery & Supply, LLC, and each of its past, present, and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present, and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents,

subsidiaries, and assigns, and each of them.

**E. Attorneys' Fees and Costs to Class Counsel**

Class Counsel will request and Defendant will not oppose attorneys' fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., up to Six Hundred Twenty-Eight Thousand Two Hundred Fifty Dollars and Zero Cents (\$628,250.00) if the Total Settlement Amount remains \$1,795,000.00) and reimbursement of actual litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payment to Plaintiff**

Plaintiff will seek the amount of up to Ten Thousand Dollars (\$10,000.00) ("Enhancement Payment"), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be in addition to her Individual Settlement Payment and Individual PAGA Payment (if any) that Plaintiff is eligible to receive under the Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

As a Class Member and PAGA Member (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

**B. Request Exclusion from the Class Settlement**

Class Members may request to be excluded from the Class Settlement by submitting a letter indicating a request to be excluded from the Class Settlement ("Request for Exclusion") to the Settlement Administrator.

A Request for Exclusion must: (1) contain the case name and number of the Class Action (*Adilene Vega-Felix v. Green Acres Nursery & Supply, LLC*, Case No. 34-2022-00327142); (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security Number; (3) clearly state that you do not wish to be included in the Class Settlement; and (4) be returned by mail to the Settlement Administrator at the specified address below, postmarked **on or before [Response Deadline]**.

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

### **C. Object to the Class Settlement**

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion from the Class Settlement by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (1) contain the case name and number of the Class Action (*Adilene Vega-Felix v. Green Acres Nursery & Supply, LLC*, Case No. 34-2022-00327142); (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security Number; (3) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) include copies of any papers, briefs, or other documents upon which the objection is based; and (5) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before** [Response Deadline].

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 23 of the Sacramento County Superior Court, located at 720 9<sup>th</sup> Street, Sacramento, CA 95814, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval hearing may be continued without further notice to Class Members and PAGA Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

### **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement.

You may view the Settlement Agreement and other court records in the Action at the Sacramento County Superior Court, 720 9<sup>th</sup> Street, Sacramento, CA 95814, during court business hours, Monday through Friday (except court holidays) or by online by visiting the following website: <https://www.saccourt.ca.gov>.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT].**