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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,

Defendant.

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

Honorable Jill H. Talley
Department 23

CLASS ACTION

NOTICE OF RULING

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

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on September 23, 2025, the Court entered judgment and
3 granted final approval of the Parties' Class Action and PAGA Settlement Agreement. A true and
4 correct copy of the Court's September 23, 2025 Order Granting Final Approval of Class Action and
5 PAGA Settlement and Entering Judgment is attached hereto as Exhibit 1.

6 Dated: September 24, 2025

PARKER & MINNE, LLP

7
8 By: 
9 Jill J. Parker
Attorneys for Plaintiff Adilene Vega-Felix

EXHIBIT 1

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DOES 1 through 100, inclusive,

Defendants.

FILED
Superior Court of California
County of Sacramento
09/23/2025
T. Shaddix, Deputy

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

Honorable Jill H. Talley
Department 23

CLASS ACTION

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND ENTERING
JUDGMENT**

Date: August 22, 2025
Time: 9:00 a.m.
Dept.: 23

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

~~**PROPOSED**~~ **ORDER**

Plaintiff Adilene Vega-Felix's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement ("Motion") came on for hearing on August 22, 2025 at 9:00 a.m. in Department 23 of the above-entitled Court, located at 720 Ninth Street, Sacramento, California 95814. Parker & Minne, LLP and Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Sheppard, Mullin, Richter & Hampton, LLP appeared on behalf of Defendant Green Acres Nursery & Supply, LLC ("Defendant").

On April 17, 2025, the Court entered an Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement of the above-entitled Action in accordance with the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement"), which sets forth the terms and conditions for settlement of this Action.

Due and adequate notice having been given to all Class Members and PAGA Members as required in the Preliminary Approval Order, and the Court having considered the Settlement Agreement, Plaintiff's Motion and all documents submitted in support thereof, all papers filed and proceedings had herein, and otherwise being fully informed and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. Pursuant to California law, the Court hereby grants final approval of the Settlement Agreement. The Settlement Agreement is hereby deemed incorporated into this Order and Judgment. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action as it pertains to the Action, including all Class Members and PAGA Members.

3. The Court finds that the requirements of California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the Settlement Agreement. The Court hereby makes its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order, final. The Class is hereby defined to include:

///

1 All current and former hourly-paid or non-exempt employees who worked for
2 Defendant within the State of California at any time during the period from September
3 22, 2018 to May 11, 2024.

4 4. The Court hereby confirms Arby Aiwazian, Joanna Ghosh, and Vartan Madoyan of
5 Lawyers *for* Justice, PC and Jill J. Parker and S. Emi Minne of Parker & Minne, LLP as Class Counsel.

6 5. The Court concludes that distribution of the Class Notice to the Class Members and
7 PAGA Members as set forth in the Agreement and the other matters set forth therein has been
8 completed in conformity with the Preliminary Approval Order, and constituted the best notice
9 practicable under the circumstances. The Court concludes that the Settlement Administrator, Phoenix
10 Settlement Administrators, took all reasonable and necessary steps to locate and notify each Class
11 Member of the Agreement, as required in the Preliminary Approval Order. The Class Notice fully
12 and accurately informed the Class of all material elements of the Settlement and their opportunity to
13 object or comment thereon; was the best notice practicable under the circumstances; was valid, due
14 and sufficient notice to all Class Members and PAGA Members; and complied fully with the laws of
15 the State of California, Federal Rules of Civil Procedure, the United States Constitution, due process,
16 and other applicable law. The Class Notice fairly and adequately described the Settlement and
17 provided Class Members and PAGA Members adequate instructions and a variety of means to obtain
18 additional information.

19 6. The Court hereby finds the Agreement was entered into in good faith pursuant to and
20 within the meaning of California Code of Civil Procedure section 877.6. For the reasons set forth in
21 the Preliminary Approval Order, and in the proceedings at the Final Approval hearing, which are
22 adopted and incorporated herein by reference, the Court further finds that Plaintiff has satisfied the
23 standards and applicable requirements for final approval of this class action settlement under
24 California law, including the provisions of California Code of Civil Procedure section 382 and Federal
25 Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior*
26 *Court*, 4 Cal.3d 800, 821 (1971).

27 7. The Court finds that the Settlement is, in all respects, fair, adequate, and reasonable,
28 and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement

1 was reached following meaningful formal and informal discovery and investigation by Class Counsel;
2 that the Settlement is the product of intensive, serious, and non-collusive arms-length negotiations
3 between the parties; and that the terms of the Settlement are in all respects fair, adequate, and
4 reasonable. In so finding, the Court has considered all of the evidence presented, including evidence
5 regarding the strength of Plaintiff's claims, Defendant's potential exposure; the risk, expense,
6 complexity, and delay associated with further litigation; the risk of maintaining Plaintiff's claims
7 through class certification, trial, and appeals; the amount offered in the Settlement and the benefit
8 provided to Class Members and PAGA Members; the extent of investigation and formal and informal
9 discovery completed; the experience and views of Class Counsel; and the absence of objections to the
10 Settlement, as well as other relevant factors. Accordingly, the Court hereby directs that the Settlement
11 be affected in accordance with the Agreement and the terms and conditions set forth in this Judgment.

12 8. A full opportunity has been afforded to Class Members and PAGA Members to
13 participate in this hearing, and all persons wishing to be heard have been heard. Accordingly, the
14 Court hereby orders that all Class Members who did not timely and properly request exclusion from
15 the Settlement ("Settlement Class Members") are bound by the Class Settlement and by this Judgment.
16 Further, all PAGA Members are bound by the PAGA Settlement and by this Judgment.

17 9. The deadline for Class Members to request to be excluded from the Class Settlement
18 was August 1, 2025. The Court hereby finds that zero (0) Class Members requested to be excluded
19 from the Class Settlement. Accordingly, 2,234 Settlement Class Members are bound by this
20 Judgment.

21 10. The deadline for Class Members to submit written objections to the Settlement
22 Agreement was August 1, 2025. The Court hereby finds that there have been zero (0) objections to
23 the Settlement Agreement. The Court also finds that there were zero (0) objections at the hearing on
24 Final Approval.

25 11. As of the Effective Date, and full payment of the Second Installment of the Total
26 Settlement Amount, Plaintiff and all Settlement Class Members, on behalf of themselves and their
27 respective past, present, and future representatives, agents, attorneys, heirs, administrators, successors,
28 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 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.

12. As of the Effective Date, and full payment 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

1 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged
2 the Released Parties of all claims, actions, and causes of action for civil penalties, attorneys' fees,
3 costs or interest arising under the Private Attorneys General Act, California Labor Code Section 2698,
4 et seq. and arising during the PAGA Period, that were alleged or that reasonably could have been
5 alleged in the Operative Complaint and/or the LWDA Notice based on the factual allegations and legal
6 theories contained in the Operative Complaint and/or the LWDA Notice, including but not limited to
7 all claims for penalties recoverable under PAGA concerning failure to pay all wages due, including
8 minimum wages, straight time compensation, overtime compensation, double-time compensation,
9 reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide
10 meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties; payment for
11 all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements;
12 failure to reimburse business expenses; failure to timely pay all wages during employment; failure to
13 timely pay all wages due at separation of employment; failure to provide one day's rest in a seven-day
14 workweek; failure to maintain accurate records, including payroll records; failure to provide written
15 notice at the time of hiring under California Labor Code Section 2810.5; waiting time penalties; and
16 including without limitation any and all potential claims for penalties recoverable under PAGA
17 predicated upon California Labor Code sections 201-204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7,
18 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2810.5;
19 any duplicative or similar provisions arising under the Wage Orders of the California Industrial
20 Welfare Commission, including, without limitation, Wage Orders 4-2001, 7-2001, and 8-2001; and
21 any other PAGA penalty claims whatsoever alleged in the Operative Complaint or LWDA Notice,
22 whether known or unknown, during the PAGA Period.

23 13. As of the Effective Date, and full payment of the Second Installment of the Total
24 Settlement Amount, Plaintiff, on behalf of herself and her respective past, present, and future
25 representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally
26 releases the Released Parties from any and all claims, known and unknown, under federal, state and/or
27 local law, statute, ordinance, regulation, common law, or other source of law, including but not limited
28 to claims arising from or related to her employment with Defendant and her compensation while an

1 employee of Defendant (“Plaintiff’s Released Class Claims”). Plaintiff’s Released Claims include all
2 claims alleged or which could have been alleged in the Action, including but not limited to state and/or
3 federal wage and hour claims, failure to pay all wages due, including minimum wages, straight time
4 compensation, overtime compensation, double-time compensation, reporting time compensation, and
5 interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods;
6 failure to pay proper meal and/or rest period penalties; payment for all hours worked, including off-
7 the-clock work; failure to provide accurate itemized wage statements; failure to reimburse business
8 expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at
9 separation of employment; failure to provide one day’s rest in a seven-day workweek; failure to
10 maintain accurate records, including payroll records; misclassification; unfair business practices;
11 penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum
12 wage penalties, and waiting-time penalties; interest; and attorneys’ fees and costs. Plaintiff’s Released
13 Claims also expressly include all claims arising under the California Labor Code (including but not
14 limited to Sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5,
15 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 256, 450, 510,
16 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198,
17 2800, 2802, 2698 et seq., and 2699 et seq.); the Wage Orders of the California Industrial Welfare
18 Commission; the California Private Attorneys General Act of 2004; California Business and
19 Professions Code Section 17200, et seq.; the California Civil Code, including but not limited to
20 Sections 3287, 3336, and 3294; 8 CCR Sections 11040, 11070, 11080, and 11140; California Code of
21 Civil Procedure, including but not limited to Section 1021.5; the California common law of contract;
22 the FLSA, 29 U.S.C. Section 201, et seq.; federal common law; and the Employee Retirement Income
23 Security Act, 29 U.S.C. Section 1001, et seq. Plaintiff’s Released Claims also include all claims for
24 lost wages and benefits. Plaintiff’s Released Claims excludes the release of claims not permitted by
25 law. Plaintiff’s Released Claims include all claims, whether known or unknown. Even if Plaintiff
26 discovers facts in addition to or different from those that she now knows or believes to be true with
27 respect to the subject matter of Plaintiff’s Released Claims, those claims will remain released and
28 forever barred. Plaintiff has expressly waived all rights and benefits afforded by California Civil Code

Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY
HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
WITH THE DEBTOR OR RELEASED PARTY.

14. The Court finds the settlement payments provided for under the Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement, the Court orders Defendant to fund the Total Settlement Amount of \$1,795,000.00. Defendant will pay the Total Settlement Amount in two installments, in full resolution of all Released Class Claims, Released PAGA Claims, and the Action which includes all Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, Net Settlement Amount to be paid to the Settlement Class Members, and Settlement Administration Costs. Defendant shall fund the First Installment of \$897,500.00, plus an amount sufficient for Employer Taxes on the Individual Settlement Shares, no later than one hundred eighty (180) days after entry the Effective Date. Defendant shall fund the Second Installment of \$897,500.00, plus an amount sufficient for Employer Taxes on the Individual Settlement Shares, no later than one hundred eighty (180) days after payment of the First Installment. Defendant shall fund and the Settlement Administrator shall distribute these amounts in accordance with the terms of the Agreement.

15. Pursuant to the terms of the Agreement, and the authorities, evidence, and argument submitted by Class Counsel, the Court hereby awards Attorneys' Fees in the amount of ~~\$628,250.00~~ ^{\$598,333.33}, and awards Costs to Class Counsel in the amount of \$11,454.91 from the Total Settlement Amount. The award of Attorneys' Fees and Costs is the final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action. Any allocation of attorneys' fees and costs between and among Class Counsel shall be made by the Settlement Administrator pursuant to the separate and independent agreement between Class Counsel.

16. The Court hereby approves and orders an Enhancement Payment of \$10,000.00 to Plaintiff Adilene Vega-Felix from the Total Settlement Amount in accordance with the terms of the

1 Agreement.

2 17. The Court finds that the settlement of the Released PAGA Claims for \$100,000.00,
3 which is designated and allocated as penalties under the California Labor Code Private Attorneys
4 General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court further
5 approves allocation and payment of the PAGA Amount as follows: \$75,000.00 (75% of \$100,000.00)
6 to the California Labor and Workforce Development Agency, and \$25,000.00 (25% of \$100,000.00)
7 to PAGA Members on a *pro rata* basis as set forth in the Agreement. One hundred percent (100%) of
8 the amounts distributed to PAGA Members as penalties under PAGA shall be reported on an IRS
9 Form-1099.

10 18. The Court also hereby approves and orders payment from the Total Settlement Amount
11 for actual settlement administration expenses incurred by the Settlement Administrator, Phoenix
12 Settlement Administrators, in the amount of \$20,000.00.

13 19. The Court hereby approves and orders payment of the Individual Settlement Payments
14 from the Net Settlement Amount to the Settlement Class Members on a *pro rata* basis as set forth in
15 the Agreement.

16 20. The Court also hereby approves and orders that any checks distributed from the Total
17 Settlement Amount that remain uncashed after one hundred and eighty (180) calendar days after being
18 issued shall be void. If any settlement checks remain uncashed after the void date, the Settlement
19 Administrator shall transmit the funds represented by such checks to California State Controller's
20 Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue"
21 subject to the requirements of the California Code of Civil Procedure Section 384, subd. (b).

22 21. Without affecting the finality of this Judgment, the Court shall retain continuing
23 jurisdiction over this Action and the Parties, including all Class Members and PAGA Members, and
24 over all matters pertaining to the implementation and enforcement of the terms of the Agreement
25 pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6.
26 Except as provided to the contrary herein, any disputes or controversies arising with or with respect to
27 the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court
28 for resolution.

1 22. A post-approval final accounting hearing shall be held on
2 March 26, 2027 at 10:30 a.m. a.m./p.m. Class Counsel shall submit a final
3 report on the disbursement of settlement payments by 15 calendar days prior to the hearing. The
4 court orders that at the time of the final accounting that Class Counsel transmit a copy of this order
5 and the final judgment and the final accounting to the Judicial Council. (CCP 384.5; Govt Code
6 68520).

7 23. Plaintiff shall file a formal notice of entry of this Judgment and serve the same on the
8 California Labor and Workforce Development Agency (LWDA).

9 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

10
11 Dated: 09/23/2025



12 By: _____

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