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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF ORANGE**

11 ALICIA ESQUIVEL GERLETTE, as an
12 individual and on behalf of all others
13 similarly situated,

14 Plaintiff,

15 vs.

16 ALTMAN SPECIALTY PLANTS, LLC, a
17 California Limited Liability Company; and
18 DOES 1 through 100, inclusive,

19 Defendant.

Case No.: 30-2023-01324651-CU-OE-CXC

*[Assigned for all purposes to the Hon. Layne H.
Melzer, Dept. CX102]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT, CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT, AND ATTORNEYS' FEES AND
COSTS, AND JUDGMENT**

Date: July 23, 2026
Time: 2:00 p.m.
Dept.: CX102

Action Filed: May 10, 2023
Trial Date: None Set

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**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT, CLASS REPRESENTATIVE ENHANCEMENT PAYMENT, AND ATTORNEYS'
FEES AND COSTS, AND JUDGMENT**

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All current and former non-exempt employees who worked for Defendant in California at any time between June 14, 2022 and February 28, 2025 (the “PAGA Period”).

1 4. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines, Fletcher W.
2 Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC are hereby confirmed as Class
3 Counsel.

4 5. Notice was provided to Settlement Class members as set forth in the Settlement,
5 which was preliminarily approved by the Court on April 8, 2026, and the notice process has been
6 completed in accordance with the Settlement and the Court's Preliminary Approval Order. The
7 Court finds that said notice was the best notice practicable under the circumstances. The Class
8 Notice provided due and adequate notice of the proceedings and matters set forth therein,
9 informed Class Members of their rights, and fully satisfied the requirements of California Code
10 of Civil Procedure § 382, California Rules of Court, rules 3.766 and 3.769, and due process.

11 6. The Court finds that zero Settlement Class members objected to the Settlement,
12 zero Settlement Class members submitted workweek disputes, and zero Settlement Class
13 members opted out of the class portion of the Settlement. Although the Settlement Administrator
14 received six (6) Request for Exclusion Forms, those forms were submitted by Aggrieved
15 Employees who were already excluded from the class portion of the Settlement. The 100% class
16 participation rate supports final approval of the Settlement. Pursuant to the Settlement
17 Administrator's declaration filed in support of Plaintiff's Final Approval Motion, there are 246
18 participating Settlement Class members and 5,312 PAGA Aggrieved Employees.

19 7. The Court hereby approves the terms of the Settlement as fair, reasonable, and
20 adequate, and directs the Parties to effectuate the Settlement in accordance with its terms.

21 8. For purposes of settlement only, the Court finds that: (a) the members of the
22 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
23 (b) there are questions of law and fact common to the Settlement Class, and a well-defined
24 community of interest exists among the members with respect to the subject matter of the
25 litigation; (c) the claims of the Class Representative are typical of the claims of the Class
26 Members; (d) the Class Representative has fairly and adequately protected the interests of the
27 Settlement Class; (e) a class action is superior to other available methods for the fair and efficient
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adjudication of this controversy; and (f) Class Counsel are experienced and qualified to represent the Class Representative and the Settlement Class.

9. The Court finds that, in light of the absence of objections to the Settlement, this Order shall be deemed final as of the date of its entry.

10. The Court finds that the Individual Settlement Payments, as provided for in Section 4 of the Settlement Agreement, are fair, reasonable, and adequate, and hereby orders the Settlement Administrator to distribute the payments in accordance with the terms of the Settlement.

11. The Court orders Defendant to deposit the Maximum Settlement Amount (“MSA”) of \$500,000.00 with the Settlement Administrator no later than thirty (30) calendar days after the Court signs and makes accessible to Defendant, whether by mailed notice or electronically on the Court’s docket, this Order granting final approval of the Settlement Agreement.

12. The Court finds that attorneys’ fees in the amount of \$166,666.67 and litigation costs of \$23,898.15 for Class Counsel are fair, reasonable, and adequate in light of the common fund created by the Settlement, and orders that the Settlement Administrator distribute these payments to Class Counsel in accordance with the terms of the Settlement.

13. The Court orders that the Settlement Administrator shall be paid \$34,500.00 from the MSA in accordance with the terms of the Settlement, for all work performed and to be performed until the completion of this matter. The Court finds this amount appropriate.

14. The Court finds that the \$10,000.00 Class Representative Enhancement Payment to Plaintiff is fair, reasonable, and adequate in light of the risks Plaintiff undertook on behalf of the Settlement Class members and the substantial efforts and services she provided in bringing this litigation to resolution. The Court orders the Settlement Administrator to distribute this payment to Plaintiff in accordance with the terms of the Settlement.

15. The Court finds that the \$50,000.00 designated for civil penalties under PAGA is fair, reasonable, and adequate. Of this amount, 75% (\$37,500.00) will be paid to the California

Labor and Workforce Development Agency (“LWDA”), and 25% (\$12,500.00) will be distributed to PAGA Aggrieved Employees, consistent with the PAGA allocation applicable to Plaintiff’s pre-June 19, 2024 PAGA notice. The Court directs the Settlement Administrator to distribute these amounts in accordance with the terms of the Settlement.

16. The Court orders that all settlement checks shall be negotiable for 180 calendar days from the date of issuance, and that any checks remaining uncashed after this period shall be transferred to the California State Controller’s Office to be held pursuant to the Unclaimed Property Law, Code of Civil Procedure § 1500 *et seq.*, in the name of the intended recipient.

17. Upon the date Defendant fully funds the Maximum Settlement Amount, Plaintiff and each Settlement Class member who did not timely opt out of the Settlement shall, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge Defendant and all of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns (the “Released Parties”) from liability for all claims, demands, rights, liabilities and causes of action of any nature or description alleged based on the factual allegations set forth in the Action, or which could have been pled in the Action based on the factual allegations therein, that arose during the Class Period (“Released Claims”). Released Claims under this paragraph shall include, but are not necessarily limited to, claims for (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide all lawful meal periods; (4) failure to authorize and permit all lawful rest periods; (5) failure to timely pay all final wages due upon separation from employment; (6) failure to reimburse all necessary business expenditures; (7) failure to comply with California’s Unfair Competition laws; (8) failure to provide heat recovery periods; (9) failure to maintain accurate records; (10) failure to pay wages timely during employment; (11) failure to pay temporary employees’ wages; (12) failure to pay agriculture employees at least twice per month; (13) failure to correctly calculate rest period pay for piece rate employees; (14) failure to pay all required sick pay; and (15) any and all damages, restitution, disgorgement, statutory

penalties, taxes, interest or attorneys' fees resulting therefrom. Released Claims do not include any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts outside of the Action or outside the Class Period. This release shall run from May 10, 2019 through February 28, 2025.

18. Upon the date Defendant fully funds the Maximum Settlement Amount, all PAGA Aggrieved Employees shall be deemed to have released and discharged the Released Parties from all claims for civil penalties under PAGA that are based on the violations alleged and facts identified in the Action and Plaintiff's LWDA letter dated June 14, 2023 and Plaintiff's amended letter to the LWDA dated March 10, 2025, or which reasonably could have been brought based on the factual allegations therein, that arose during the PAGA Period (the "PAGA Released Claims"). PAGA Released Claims include, but are not necessarily limited to, penalties predicated on the underlying alleged violations for (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide all lawful meal periods; (4) failure to authorize and permit all lawful rest periods; (5) failure to timely pay all final wages due upon separation from employment; (6) failed to reimburse all necessary business expenditures; (7) failure to comply with California's Unfair Competition laws; (8) failure to provide heat recovery periods; (9) failure to maintain accurate records; (10) failure to pay wages timely during employment; (11) failure to pay temporary employees' wages; (12) failure to pay agriculture employees at least twice per month; (13) failure to correctly calculate rest period pay for piece rate employees; and (14) failure to pay all required sick pay. The PAGA Aggrieved Employees do not release any underlying wage and hour claims. This release shall run from June 14, 2022 through February 28, 2025.

19. This document shall constitute a Final Judgment pursuant to California Rule of Court 3.769(h), which provides, "If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of

judgment.” The Court will retain jurisdiction to enforce the Settlement, the Order of Final Approval, and this Judgment pursuant to California Code of Civil Procedure § 664.6 and California Rule of Court 3.769(h).

20. Pursuant to California Rule of Court 3.771(b), the Court orders that notice of this Order of Final Approval and Judgment be posted on the Settlement Administrator’s website for 180 days for the Settlement Class members, in accordance with the terms of the Settlement.

21. Plaintiff shall file a Final Accounting Report on or before April 28, 2027. A Final Accounting Hearing is set for May 20, 2027, at 2:00 p.m.

IT IS SO ORDERED.

Dated: _____, 2026

Honorable Layne H. Melzer
Judge of the Superior Court