

1 STANSBURY BROWN LAW, PC
2 DANIEL J. BROWN (SBN 307604)
3 dbrown@stansburybrownlaw.com
4 2610 1/2 Abbot Kinney Blvd.
5 Venice, CA 90291
6 Tel: 323-204-3124

Attorneys for Plaintiff s

FILED
Superior Court of California,
County of Monterey
01/30/2026
By: Perla Conder, Deputy Clerk

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF MONTEREY**

9 GLORIA RODRIGUEZ VINALAHEY as an
10 individual, and on behalf of all others similarly
11 situated,

12 Plaintiff,

13 vs.

14 GHM MONTEREY, LLC, a California limited
15 liability company; GREENWOOD HOSPITALITY
16 GROUP, LLC, a Delaware limited liability
17 company; GREENWOOD HOSPITALITY
18 MANAGEMENT, LLC, a Delaware limited
19 liability company; and DOES 1 through 100,
20 inclusive,

Defendants.

CASE NO. 24CV001165

*[Assigned for all purposes to the Hon.
Thomas W. Wills.; Dept. 15]*

**~~[PROPOSED]~~ FINAL ORDER
GRANTING PLAINTIFFS' MOTION
FOR APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND
FINAL JUDGMENT**

Date: January 30, 2026
Time: 8:30 a.m.
Dept.: 15

Complaint Filed: March 21, 2024
Trial Date: None Set

1 ~~PROPOSED~~ ORDER AND JUDGMENT

2 The unopposed motion of Plaintiffs Gloria Rodriguez Vinalaey and Priscilla Zavala
3 (“Plaintiffs”) for Final Approval of Class and Representative Action Settlement with GHM
4 Monterey, LLC; Greenwood Hospitality Group, LLC; and Greenwood Hospitality Management
5 LLC (“Defendants”) came on regularly for hearing before this Court on January 30, 2026, at 8:30
6 a.m. pursuant to California Rule of Court 3.769, and this Court’s August 1, 2025 Order Granting
7 Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”).
8 Having considered the Parties’ Stipulation of Class and PAGA Settlement (the “Settlement” or
9 “Settlement Agreement”) attached as Exhibit A to the Declaration of Daniel J. Brown In Support
10 of Plaintiffs’ Motion for Preliminary Approval of Settlement, filed on July 8, 2025, and the
11 submissions of counsel, and recognizing the sharply disputed factual and legal issues involved in
12 this case, the risks of further prosecution and the benefits to be received by the Class pursuant to
13 the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair,
14 reasonable, and adequate, and is the product of good faith, arm’s-length negotiations between the
15 Parties.

16 Unless otherwise indicated, all terms used in this Order shall have the same meaning as
17 that assigned to them in the Settlement.

18 Good cause appearing thereof, the Court hereby GRANTS Plaintiffs’ Motion for Final
19 Approval of Class Action Settlement and ORDERS as follows:

20 1. The conditional class certification contained in the Preliminary Approval Order is
21 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
22 Class consisting of:

23
24 All current and former non-exempt employees of Defendants
25 GHM Monterey, LLC; Greenwood Hospitality Group, LLC; and
26 Greenwood Hospitality Management LLC who worked for
27 Defendants in California at any time from March 21, 2020 through
28 April 10, 2025. (“Class Period”).

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2 2. Plaintiffs Gloria Rodriguez Vinalaey and Priscilla Zavala are hereby confirmed as
3 Class Representative, and Daniel J. Brown and Kathleen J. Becket of Stansbury Brown Law, PC
4 are hereby confirmed as Class Counsel.

5 3. Notice was provided to the Settlement Class as set forth in the Settlement, which
6 was preliminarily approved by the Court on August 1, 2025, and the notice process has been
7 completed in conformity with the Court's Preliminary Approval Order. The Court finds that said
8 notice was the best notice practicable under the circumstances. The Class Notice provided due
9 and adequate notice of the proceedings and matters set forth herein, informed Class Members of
10 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),
11 California Rule of Court 3.769, and due process.

12 4. The Court finds that no Class Member objected to the Settlement or opted-out of
13 the Settlement, and that the 100% participation rate in the Settlement supports final approval.

14 5. The Court hereby approves the settlement as set forth in the Settlement as fair,
15 reasonable, and adequate, and directs the Parties to effectuate the Settlement according to its
16 terms.

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

7. The Court finds that given the absence of objections, and objections being a prerequisite to appeal, that this Order and Judgment shall be considered final as of the date of notice of entry.

8. The Court approves the Gross Settlement Amount (“GSA”) of One Million Dollars and Zero Cents (\$1,000,000.00), and orders that the outstanding balance of Eight Hundred Seventy-Five Thousand Five Hundred Dollars and Zero Cents (\$875,500.00) shall be deposited with the Settlement Administrator, Apex Settlement Administrators (“Settlement Administrator”), as provided in the Settlement. The Court notes that, pursuant to the Settlement, the GSA includes One Hundred Twenty-Four Thousand Five Hundred Dollars and Zero Cents (\$124,500.00) that has already been paid to certain Settlement Class Members as a result of them previously executing individual settlement agreement (“Individual Settlement Agreements”) that purport to release the claims at issue in this Action with Defendants after the Action was filed. As reflected in the Settlement, Class Members who earlier signed an Individual Settlement Agreement for purposes of this settlement will be credited with the amount that they were previously paid. If, however, they are entitled to receive an additional settlement amount based upon his/her proportionate share of Class Workweeks consistent with sections 4; 14(a)(ii) of the Settlement Agreement, they are entitled to and will receive that additional class settlement amount as well.

9. Any Settlement funds that remain uncashed after 180 days after they are mailed shall be distributed to the Boys & Girls Clubs of Monterey County as the designated *cy pres*.

10. The Court finds that the Participating Member Payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the Participating Member Payments in conformity with the terms of the Settlement. The Court further orders that if any of the Settlement Class Members are Defendants' current employees and the Participating Member Payment mailed to those current employees is returned to the Settlement Administrator as being undeliverable, and the Settlement Administrator is

1 unable to locate a valid mailing address, the Settlement Administrator shall arrange with
2 Defendants to have those Participating Member Payments delivered to the employees at their
3 place of employment.

4 11. The Court finds that the Class Representative Service Awards in the amount of
5 \$5,000 (Five thousand dollars) each for Plaintiffs Gloria Vinalaey and Priscilla Zavala are
6 appropriate for their risks undertaken and service to the Settlement Class. The Court finds that
7 this payment is fair, reasonable, and adequate, and orders that the Settlement Administrator make
8 this payment in conformity with the terms of the Settlement.

9 12. The Court approves Plaintiffs' request for attorney fees of Three Hundred and
10 Thirty Thousand Dollars and Zero Cents (\$330,000.00) representing 33% of GSA and Twenty
11 Thousand Five Hundred Nine Dollars and Eighty-Eight Cents (\$20,509.88) for actual litigation
12 costs incurred, as forth in the settlement and class notice, and orders the Settlement Administrator
13 to distribute these payments to Class Counsel in conformity with the terms of the Settlement and
14 by no later than payments are disbursed to Participating Members.

15 13. The Court finds that a payment to the Labor & Workforce Development Agency
16 ("LWDA") in the amount of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) for the
17 LWDA's share of civil penalties under the Labor Code Private Attorneys General Act is fair,
18 reasonable, and adequate, and orders that the Settlement Administrator make this payment in
19 conformity with the terms of the Settlement. The remaining Twenty-Five Thousand Dollars and
20 Zero Cents (\$25,000.00) shall be allocated Aggrieved Employees in conformity with the terms of
21 Settlement.

22 14. The Court orders that the Settlement Administrator shall be paid Nine Thousand
23 Nine Hundred Ninety Dollars and Zero Cents (\$9,990.00) from the Gross Settlement Amount for
24 all of its work done and to be done until the completion of this matter, and finds that sum
25 appropriate.

1 15. Pursuant to the terms of Settlement, the employer's share of payroll taxes for the
2 portion of the Net Settlement Amount allocated to wages shall be paid by Defendants separately,
3 and in addition to, the Gross Settlement Amount.

4 16. The Court finds and determines that upon satisfaction of all obligations under the
5 Settlement and this Order, all Settlement Class Members will be bound by the Settlement and will
6 have released all claims in the Class Release, as set forth in the Settlement.

7 17. The Settlement is not an admission by Defendants, nor is this Order and Final
8 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants.
9 Neither this Order and Final Judgment, the Settlement, nor any document referred to herein, nor
10 any action taken to carry out the Settlement, shall be construed or deemed an admission of
11 liability, culpability, or wrongdoing on the part of Defendants.

12 18. As of the date of this Order and Final Judgment and Defendants fully fund the
13 entire Gross Settlement Amount ("GSA") and all employer payroll taxes owed on the wage
14 portion of the individual Participating Member Payments, Plaintiffs and all Settlement Class
15 Members who have not opted out of the settlement ("Participating Settlement Class Members")
16 on behalf of themselves and their respective past and present representatives, agents, attorneys,
17 heirs, administrators, successors and assigns shall be deemed to have released and discharged
18 Defendants GHM Monterey, LLC; Greenwood Hospitality Group, LLC; and Greenwood
19 Hospitality Management LLC, and each of their present clients, business partners, officers,
20 directors, agents, managers, employers, joint, former and future integrated enterprises and
21 attorneys thereof, both individually and in their business capacities, shareholders, their employee
22 benefits plans and programs and the trustees, administrators, fiduciaries and insurers of such
23 programs (collectively the "Released Parties") from all claims from any and all federal,
24 California state law, and local wage-and-hour claims, rights, demands, liabilities, and/or causes
25 of action of every nature and description, whether known or unknown, including, without
26 limitation, statutory, constitutional, contractual and/or common law claims for wages, gratuities,

1 reimbursements, damages, unpaid costs, penalties, liquidated damages, punitive damages,
2 interest, attorneys' fees, litigation costs and restitution or equitable relief which were or could
3 have been asserted in the Action based upon the claims alleged in the Action under any federal,
4 state or local statutes, Wage Orders, codes or ordinances to the extent permitted by applicable
5 law for the duration of the Class Period. The Released Class Claims shall include, without
6 limitation, all known and unknown claims relating to failure to pay minimum wages; failure to
7 pay or correctly calculate regular or overtime compensation, paid sick leave; meal or rest break
8 premium pay; failure to provide meal or rest periods; failure to maintain accurate payroll records;
9 failure to timely pay wages when due and owing; failure to pay reporting time pay; failure to
10 reimburse business expenses; and any statutory and/or civil penalty claims including but not
11 limited to claims for inaccurate wage statements, untimely or late pay and underpayment of
12 wages due at termination that were alleged or could have been alleged in the Action based on the
13 claims alleged in the Action.

14 19. Plaintiffs and all current and former non-exempt employees of Defendants
15 ("Aggrieved Employees") who worked for Defendants at any time from March 21, 2023 through
16 April 10, 2025 (the "PAGA Period") regardless of whether they opt out of the Settlement Class,
17 will release and discharge Released Parties from all claims for PAGA civil penalties that were
18 alleged based on the facts pled in the Action for alleged Labor Code violations that arose during
19 the PAGA Period. The release extends to the limits of the PAGA Period.

20 20. Notwithstanding the paragraphs above nor anything else in the Settlement,
21 Plaintiffs' waiver and release in the Settlement does not apply to (i) those rights that as a matter
22 of law cannot be waived, including, but not limited to, workers' compensation claims, pending or
23 otherwise; and (ii) rights or claims arising out of this Settlement.

24 21. The releases identified herein shall be null and void should the Settlement not be
25 fully funded.

1 22. This document shall constitute a final judgment pursuant to California Rule of
2 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
3 approval hearing, the court must make and enter judgment. The judgment must include a
4 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
5 judgment. The court may not enter an order dismissing the action at the same time as, or after,
6 entry of judgment." Pursuant to section 664.6 of the California Code of Civil Procedure, the
7 Court will retain jurisdiction to enforce the Settlement and this Final Order and Judgment.

8 23. Settlement Class Members and Aggrieved Employees will receive notice of this
9 Order and Final Judgment with their Settlement Awards. Notice of this Order and Final
10 Judgement will also be posted for at least 60 days on the Settlement Administrator's website.

11 24. The Final Compliance Hearing is set for September 8, 2026 at 9 a.m. (~~no earlier~~
12 ~~than September 7, 2026~~) in Department 15. The Settlement Administrator shall file a declaration
13 regarding the disbursement of Settlement Funds on or before September 3, 2026

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15 **IT IS SO ORDERED.**

16 Dated: January 30, 2026

By: 

17 Thomas W. Wills
18 Judge of the Superior Court
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