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11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF RIVERSIDE**

14 ALFREDO SANCHEZ, individually, and on
15 behalf of others similarly situated, and as an
16 aggrieved employee and Private Attorney
17 General;

18 Plaintiff,

19 vs.

20 GREENWORLD, INC., a California corporation;
21 and DOES 1 through 50, inclusive,

22 Defendants.

Case No. CVRI2105756

Honorable Harold W. Hopp
Department 1

CLASS ACTION

**~~[REVISED PROPOSED]~~ FINAL
APPROVAL ORDER GRANTING CLASS
ACTION AND PAGA SETTLEMENT AND
JUDGMENT**

Date: May 7, 2024
Time: 8:30 a.m.
Dept: 1

Complaint Filed: December 21, 2021
FAC Filed: February 22, 2022
SAC Filed: September 1, 2023
Trial Date: Not Set

1 Plaintiff Alfredo Sanchez’ (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement and Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
3 Class Representative Service Payment, and Administration Expenses Payment came before this Court
4 on **May 7, 2024 at 8:30 a.m.** in Department 1 of the above-captioned Court located at Riverside
5 Historic Courthouse 4050 Main Street, Riverside, California 92501.

6 Having received and considered the Class Action and PAGA Settlement Agreement
7 (“Settlement Agreement” or “Settlement”) filed on March 8, 2024, as Exhibit 1 to the Declaration of
8 Jonathan M. Genish, Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement and
9 Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
10 Representative Service Payment, and Administration Expenses Payment, the supporting papers filed
11 by the Parties, the Declarations of Jonathan M. Genish, Barbara DuVan-Clarke, Alfredo Sanchez, and
12 Madely Nava on behalf of Apex Class Action, LLC, and the evidence and argument received by the
13 Court in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement
14 and documents thereto, the Court grants final approval of the Settlement and **HEREBY ORDERS**
15 **AND MAKES THE FOLLOWING DETERMINATION:**

16 1. This Court has jurisdiction over the subject matter of the above-captioned action and
17 over Plaintiff and Defendants Greenworld, Inc. and America Greenworld, Inc. (“Defendants”)
18 (together, with Plaintiff, the “Parties”), including all members of the Class.

19 2. The Court finds that the Class, defined as “all current and former non-exempt or hourly
20 paid employees of Employer employed by Employer in the State of California during the Class
21 Period,” is properly certified as a class for settlement purposes only. The “Class Period” is defined as
22 December 21, 2017 to April 17, 2023. Capitalized terms not defined in this Order shall have the
23 meanings ascribed to them in the Settlement Agreement.

24 3. The Court appoints Plaintiff Alfredo Sanchez as the Class Representative for settlement
25 purposes only.

26 4. The Court appoints Jonathan M. Genish, Barbara Du-Van Clarke, and Alexander K.
27 Spellman of Blackstone, PC as Class Counsel for settlement purposes only.

28 5. The Court Approved Notice of Class Action Settlement and Hearing Date for Final

1 Court Approval (“Class Notice”) provided to the Class conforms with the requirements of California
2 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court
3 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and
4 constitutes the best notice practicable under the circumstances, by providing individual notice to all
5 Class Members who could be identified through reasonable effort, and by providing due and adequate
6 notice of the proceedings and of the matters set forth therein to the other Class Members. The Class
7 Notice fully satisfied the requirements of due process.

8 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendants, or by any other Released
14 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
15 or any other Released Party. Neither this Order, the Settlement, nor any document referred to herein,
16 nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission
17 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or
18 any of the other Released Parties.

19 8. No Participating Class Members have objected to the terms of the Settlement. One
20 Non-Participating Class Member, Martha Arriaga Santos, has submitted a timely and valid Request
21 for Exclusion from the Settlement.

22 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
23 recognition of the Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment
24 from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff in the
25 amount of \$10,000.00.

26 10. The Court approves the payment from the Gross Settlement Amount of attorneys’ fees
27 to Class Counsel in the sum of \$542,500.00 (35% of the Gross Settlement Amount), and the
28 reimbursement of actual litigation costs and expenses to Class Counsel in the sum of \$16,434.50. The

1 attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel are reasonable
2 amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the
3 common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient
4 litigation practices and reflects the actual benefit obtained for the Class.

5 11. The Court approves and orders payment from the Gross Settlement Amount in the
6 amount of \$6,990.00 to Apex Class Action, LLC for performance of settlement administration
7 services.

8 12. The Court approves and orders payment from the Gross Settlement Amount in the
9 amount of \$25,000 for PAGA penalties, of which \$18,750.00 shall be paid to the Labor Workforce
10 and Development Agency as 75% of the payment allocated toward PAGA penalties and the remainder
11 of \$6,250 shall be distributed to the Aggrieved Employees consistent with the terms of the Settlement
12 Agreement.

13 13. It is hereby ordered that within fourteen (14) calendar days after the Effective Date,
14 Defendants will fund the Gross Settlement Amount and all employer payroll taxes by transmitting the
15 funds to the Administrator, in accordance with the terms and methodology set forth in the Settlement
16 Agreement.

17 14. It is hereby ordered that within fourteen (14) calendar days after Defendants fund the
18 Gross Settlement Amount, the Administrator will mail checks for the Individual Class Payments,
19 Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel
20 Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses
21 Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses
22 Payment, and Class Representative Service Payment shall not precede disbursement of Individual
23 Class Payments, Individual PAGA Payments, LWDA PAGA Payment, and Administration Expenses
24 Payment. Any envelope transmitting a settlement distribution to a class member shall bear the
25 notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

26 15. Settlement checks shall remain negotiable for one hundred and eighty days after
27 issuance. The Administrator shall mail a reminder postcard to any class member whose settlement
28 distribution check has not been negotiated within 60 days after the date of mailing.

1 16. If any class members are current employees of the Defendants, and (i) the distribution
2 mailed to those employees is returned to the Administrator as being undeliverable, and (ii) the
3 Administrator is unable to locate a valid mailing address, the Administrator shall arrange with the
4 Defendants to have those distributions delivered to the employees at the place of their employment.

5 17. Funds from any settlement checks remaining uncashed after one hundred and eighty
6 (180) calendar days will be distributed pursuant to the Code of Civil Procedure section 384, to the
7 Controller of the State of California to be held pursuant to the Unclaimed Property Law, California
8 Civil Code § 1500 et seq., for the benefit of those Participating Class Members and Aggrieved
9 Employees who did not cash their checks until such time that they claim their property.

10 18. The “Released Parties” are defined as Defendants and each of their former and present
11 officers, directors, employees, shareholders, owners and agents.

12 19. Effective on the date when Defendants fully fund the entire Gross Settlement Amount
13 and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
14 Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs,
15 administrators, successors, and assigns generally, release and discharge Released Parties from all
16 claims, transactions, or occurrences that occurred during the Class Period and/or the PAGA Period,
17 including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based
18 on the facts contained, in the Operative Complaint, including, but not limited to (1) Failure to Pay
19 Overtime (Cal. Lab. Code §§ 510 and 1198); (2) Failure to Provide Meal Periods (Cal. Lab. Code §§
20 226.7 and 512(a)); (3) Failure to Provide Rest Periods (Cal. Lab. Code § 226.7); (4) Failure to Pay
21 Minimum Wages (Cal. Lab. Code §§ 226.2, 1194, 1197 and 1197.1); (5) Failure to Pay Wages Timely
22 Upon Termination (Cal. Lab. Code §§ 201, 202 and 203); (6) Failure to Pay Timely Wages During
23 Employment (Cal. Lab. Code §§ 204 and 210); (7) Failure to Provide Accurate Wage Statements (Cal.
24 Lab. Code § 226(a) and IWC Wage Order); (8) Failure to Reimburse Business Expenses (Cal. Lab.
25 Code §§ 2800 and 2802); (9) Unfair Competition in Violation of Business & Professions Code Section
26 17200; and (10) all claims under California’s Private Attorneys General Act of 2004 (Cal. Lab. Code
27 §§ 2699 et seq.) and (b) all PAGA claims that were, or reasonably could have been, alleged based on
28 facts contained in the Operative Complaint, Plaintiff’s PAGA Notice, or ascertained during the Action

1 (collectively, “Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to
2 enforce the Settlement Agreement, or to any claims for vested benefits, unemployment benefits,
3 disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or
4 based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
5 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true
6 but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects,
7 notwithstanding such different or additional facts or Plaintiff’s discovery of them.

8 a. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes
9 the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

10 A general release does not extend to claims that the creditor or releasing party does not
11 know or suspect to exist in his or her favor at the time of executing the release, and that
12 if known by him or her would have materially affected his or her settlement with the
13 debtor or released party.

14 20. Effective on the date when Defendants fully fund the entire Gross Settlement Amount
15 and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
16 Participating Class Members, on behalf of themselves and their respective former and present
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
18 Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class
19 Period facts stated in the Operative Complaint and ascertained in the course of the Action [including,
20 but not limited to (1) Failure to Pay Overtime (Cal. Lab. Code §§ 510 and 1198); (2) Failure to Provide
21 Meal Periods (Cal. Lab. Code §§ 226.7 and 512(a)); (3) Failure to Provide Rest Periods (Cal. Lab.
22 Code § 226.7); (4) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 226.2, 1194, 1197 and 1197.1);
23 (5) Failure to Pay Wages Timely Upon Termination (Cal. Lab. Code §§ 201, 202 and 203); (6) Failure
24 to Pay Timely Wages During Employment (Cal. Lab. Code §§ 204 and 210); (7) Failure to Provide
25 Accurate Wage Statements (Cal. Lab. Code § 226(a) and IWC Wage Order); (8) Failure to Reimburse
26 Business Expenses (Cal. Lab. Code §§ 2800 and 2802); (9) Unfair Competition in Violation of
27 Business & Professions Code Section 17200; and (10) all claims under California’s Private Attorneys
28 General Act of 2004 (Cal. Lab. Code §§ 2699 et seq.)]. Except as set forth in this Paragraph 20 or in

1 Paragraph 22 of this Order, Participating Class Members do not release any other claims, including
2 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
3 unemployment insurance, disability, social security, workers' compensation, or claims based on facts
4 occurring outside the Class Period.

5 21. Effective on the date when Defendants fully fund the entire Gross Settlement Amount
6 and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
7 Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of
8 themselves and their respective former and present representatives, agents, attorneys, heirs,
9 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that
10 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
11 Operative Complaint, and the PAGA Notice and ascertained in the course of the Action [including,
12 but not limited to (1) Failure to Pay Overtime (Cal. Lab. Code §§ 510 and 1198); (2) Failure to Provide
13 Meal Periods (Cal. Lab. Code §§ 226.7 and 512(a)); (3) Failure to Provide Rest Periods (Cal. Lab.
14 Code § 226.7); (4) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 226.2, 1194, 1197 and 1197.1);
15 (5) Failure to Pay Wages Timely Upon Termination (Cal. Lab. Code §§ 201, 202 and 203); (6) Failure
16 to Pay Timely Wages During Employment (Cal. Lab. Code §§ 204 and 210); (7) Failure to Provide
17 Accurate Wage Statements (Cal. Lab. Code § 226(a) and IWC Wage Order); (8) Failure to Reimburse
18 Business Expenses (Cal. Lab. Code §§ 2800 and 2802)].

19 22. Effective on the date when Defendants fully fund the entire Gross Settlement Amount
20 and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
21 Participating Class Members who are Aggrieved Employees are further deemed to release, on behalf
22 of themselves and their respective former and present representatives, agents, attorneys, heirs,
23 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that
24 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
25 Operative Complaint, and the PAGA Notice and ascertained in the course of the Action [including,
26 but not limited to (1) Failure to Pay Overtime (Cal. Lab. Code §§ 510 and 1198); (2) Failure to Provide
27 Meal Periods (Cal. Lab. Code §§ 226.7 and 512(a)); (3) Failure to Provide Rest Periods (Cal. Lab.
28 Code § 226.7); (4) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 226.2, 1194, 1197 and 1197.1);

1 (5) Failure to Pay Wages Timely Upon Termination (Cal. Lab. Code §§ 201, 202 and 203); (6) Failure
2 to Pay Timely Wages During Employment (Cal. Lab. Code §§ 204 and 210); (7) Failure to Provide
3 Accurate Wage Statements (Cal. Lab. Code § 226(a) and IWC Wage Order); (8) Failure to Reimburse
4 Business Expenses (Cal. Lab. Code §§ 2800 and 2802)], in addition to those claims released under
5 Paragraph 20 of this Order.

6 23. This Court shall retain jurisdiction with respect to all matters related to the
7 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
8 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
9 Settlement and the determination of all controversies relating thereto.

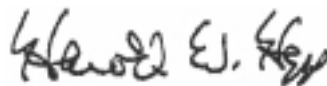
10 24. Notice of entry of this Order shall be given to the Class Members by posting a copy of
11 this Order on the Administrator's website for a period of at least sixty (60) calendar days after the date
12 of entry of this Order.

13 25. Judgment is hereby entered as follows: Plaintiff Alfredo Sanchez, the Participating
14 Class Members (including all current and former non-exempt employees who worked for Defendants
15 Greenworld, Inc. and America Greenworld, Inc., or either of them, in California during the Class
16 Period of December 21, 2017 to April 17, 2023, who have not otherwise opted out), and the Aggrieved
17 Employees (including all current and former non-exempt employees who worked for Defendants
18 Greenworld, Inc. and America Greenworld, Inc., or either of them, in California during the PAGA
19 Period of December 2, 2020 to June 1, 2023), shall take nothing from Defendants, except as set forth
20 in the Settlement Agreement and in this Order.

21 26. A Non-Appearance Case Review re: Final Report is set for February 7, 2025, in
22 Department 1 of this Courthouse located at 4050 Main Street, Riverside, California 92501. The
23 Administrator shall file a Final report five (5) days prior to the Non-Appearance Case Review.

24 **IT IS SO ORDERED.**

25 Dated: 05/17/2024



26 _____
27 Honorable Harold W. Hopp
28 Judge of the Superior Court