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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

MANUEL CHAVEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TROPICAL PLAZA NURSERY, INC., a
California Corporation,

Defendants.

Case No. 30-2020-01122820-CU-OE-CXC
*[Assigned for all purposes to Hon. Peter
Wilson; Dept. CX-102]*

**ORDER GRANTING PLAINTIFF’S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

Date: April 7, 2022
Time: 2:00 p.m.
Dept: CX-102

Complaint filed: January 9, 2020
Trial Date: None Set

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1. Final judgment is hereby entered in conformity with the Settlement and this Final Approval Order.
2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, a Settlement Class consisting of the following:
All current and former non-exempt employees who are or were employed by Tropical Plaza Nursery, Inc. in the position of field worker in the State of California during the time period of January 9, 2016 through May 13, 2021 (the “Class Period”).
3. Plaintiff Manuel Chavez is hereby confirmed as Class Representative, and Paul K. Haines and Sean M. Blakely of Haines Law Group, APC, are hereby confirmed as Class Counsel.
4. Notice was provided to Settlement Class members as set forth in the Settlement, which was approved by the Court on May 13, 2021, and the notice process has been completed in conformity with the Settlement and the Court’s Order. The Court finds that said notice was the best notice practicable under the circumstances. The Class Notice provided due and

adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of their rights, and satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5. The Court finds that no Settlement Class member objected to the Settlement, that no Settlement Class member opted out of the Settlement, and that the 100% participation rate in the Settlement supports final approval.

6. The Court hereby approves the settlement as set forth in the Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its terms.

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

8. The Court orders that within fifteen (15) business days of this Order, Defendant Tropical Plaza Nursery, Inc. ("Defendant") shall deposit the Gross Settlement Amount of \$400,000.00 with the Settlement Administrator, Phoenix Settlement Administrators.

9. The Court finds that the individual settlement payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual settlement payments in conformity with the terms of the Settlement.

10. The Court finds that an enhancement payment in the amount of \$5,000.00 to Plaintiff Manuel Chavez is appropriate for his risks undertaken and his service to the Settlement Class. The Court finds that this enhancement payment is fair, reasonable, and adequate, and

orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

11. The Court finds that attorneys' fees in the amount of \$133,333.33, and actual litigation costs of \$8,303.84 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

12. The Court orders that the Settlement Administrator, Phoenix Settlement Administrators, shall be paid \$7,500.00 from the Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

13. The Court finds that the payment to the California Labor & Workforce Development Agency ("LWDA") in the amount of \$15,000.00 for its 75% share of the settlement of Plaintiff's representative action under the California Labor Code Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement.

14. Any settlement funds that remain uncashed after 180 days after they are mailed shall be delivered to the State Controller to be deposited in the Unclaimed Property Fund for the benefit of the Settlement Class member whose check was not cashed.

15. The Settlement is not an admission by Defendant, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

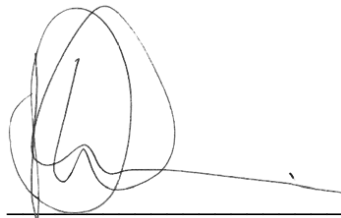
16. The Court finds and determines that upon satisfaction of all obligations under the Settlement and this Order and Judgment, all Settlement Class members are bound by the Settlement, have released their claims as set forth in the Settlement, and are permanently barred from prosecuting against Defendant any individual or class claims released pursuant to the Settlement.

1 17. 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.” The Court will retain jurisdiction to enforce the Settlement and this Final
7 Approval Order and Judgment. The Settlement Administrator shall give notice of this Final
8 Judgment by posting this Final Judgment to its website.

9 18. Plaintiff shall submit a final report of disbursement by January 31, 2023 setting
10 forth the actual amounts paid to Settlement Class members and other amounts disbursed
11 pursuant to the settlement, and the Court sets a Final Accounting hearing on February 10, 2023
12 at 9:00 a.m. in Dept. CX102.

13
14 **IT IS SO ORDERED.**

15
16 Dated: April 7, 2022 _____

A handwritten signature in black ink, appearing to read 'P. J. Wilson', written over a horizontal line.

PETER J. WILSON
JUDGE OF THE SUPERIOR COURT