

FILED

SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

03/09/2023

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

JOSE AGUILAR, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

JIMENEZ NURSERY, INC., a California
Corporation; and DOES 1 TO 50, inclusive.

Defendants.

CASE NO.: 21CV01836

Assigned to Hon. Collen K. Sterne

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT
THEREON**

HEARING DATE

Date: March 6, 2023

Time: 10:00 a.m.

Dept.: 5

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Class Action and PAGA Settlement Agreement (the “Settlement Agreement” and/or
3 the “Settlement”) came for hearing on March 6, 2023, in Department 5 of the above-entitled court.

4 The Final Approval Motion was unopposed by Defendant Jimenez Nursery, Inc.
5 (“Defendant”). Having considered the Final Approval Motion, the Joint Stipulation of Class
6 Action Settlement and Release of Claims (“Settlement Agreement”), declarations in support
7 thereof, and all other materials properly before the Court and having conducted an inquiry
8 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
9 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
10 Due and adequate notice having been given to the Settlement Class, and the Court having
11 considered the Settlement Agreement, all papers filed, and proceedings had herein and all oral
12 and written comments received regarding the proposed Settlement, and having reviewed the
13 record in this Action, and good cause appearing,

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

15 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
16 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

17 2. The Court has jurisdiction over the subject matter of this Action, the Class
18 Representative, the Settlement Class Members, and Defendant.

19 3. The Court finds that the distribution of the Notice Packet, as provided for in the
20 Order Granting Preliminary Approval of Class Action Settlement, constituted the best notice
21 practicable under the circumstances to all Settlement Class Members and fully met the
22 requirements of California law and due process under the California and United States
23 Constitution. Based on evidence and other material submitted, the actual notice to the Settlement
24 Class was adequate.

25 4. The Court finds that the instant Action presented a good faith dispute of the claims
26 alleged, and the Court finds in favor of Settlement approval. Specifically, the claims on behalf
27 of the Settlement Class Members included claims that were pled in the operative First Amended
28 Complaint based on the facts alleged therein, including claims for failure to pay minimum and

overtime wages and/or failure to pay such wages at the correct rate(s) of pay, meal and rest break violations, failure to provide accurate itemized wage statements, failure to timely pay all wages upon separation of employment, and unfair and unlawful business practices.

5. All Settlement Class Members who did not opt out of the Settlement are entitled to payment pursuant to the Settlement and this Order.

6. The Court approves the Settlement, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

7. The Settling Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

8. For purposes of effectuating this Order and Judgment (including the Released Claims of Participating Class Members), this Court has certified the following class: “all current and former non-exempt employees employed by Defendant at any time during the Class Period [May 5, 2017, through September 4, 2022.].” The Court deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

9. With respect to the Participating Class Members and for purposes of approving this Settlement, this Court finds and concludes as follows: (a) the Settlement Class Members are ascertainable and so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law or fact common to the Settlement Class Members, and there is a well-defined community of interest among the Settlement Class Members with respect to the subject matter of the Action; (c) the claims of the Class Representatives are typical of the claims of the Settlement Class Members; (d) the Class Representatives have 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) the counsels of record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in her individual and representative capacity and for the Participating Class Members.

1 10. Upon the Effective Date, the Class Representative and each of the Participating
2 Class Members shall be deemed to have, and by operation of the Judgment shall have, fully,
3 finally, and forever released, relinquished, and discharged the Released Parties from the Release,
4 which is defined in the Settlement Agreement.

5 11. Neither the Settlement Agreement nor the Settlement terms contained therein, nor
6 any act performed or document executed pursuant to or in furtherance of the Settlement
7 Agreement or the Settlement (i) is or may be deemed to be or may be used by the Class
8 Representative or Participating Class Members as an admission of, or evidence of, the validity of
9 any of the Settlement Class Members' Release of claims, or of any wrongdoing or liability of
10 Defendant or any of the other Released Parties; or (ii) is or may be deemed to be or may be used
11 by the Class Representative or Participating Class Members as an admission of, or evidence of,
12 any fault or omission of Defendant or any of the other Released Parties in any civil, criminal, or
13 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
14 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
15 this Action in any other action that may be brought against it or them in order to support a defense
16 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
17 settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
18 similar defense or counterclaim.

19 13. The "Settlement Amount" to be paid under the Settlement Agreement is \$750,000.
20 From this amount, Class Counsel collectively sought an award of Attorneys' Fees of \$250,000,
21 and Costs in the amount of \$14,814.90, Class Representative Service Payment for the Class
22 Representative, Jose Aguilar, of \$10,000, Settlement Administrator, CPT Group, Inc. costs in the
23 amount of \$8,000, and \$18,750 to the LWDA for PAGA Penalties. Defendant's share of
24 employer's payroll taxes on the portion of the Net Settlement Amount that is allocated as wages
25 shall be paid separately and in addition to the Settlement Amount. Defendant does not oppose
26 these requests. The Court finds that the Settlement Amount is fair, reasonable, and adequate, and
27 awards the payments as set forth above from the Settlement Amount. After deducting the
28 foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement

Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

14. The Settlement Administrator is directed to calculate the Settlement Class Member's Individual Settlement Amounts from the Net Settlement Amount and issue all payments in accordance with the Settlement Agreement, and in the time frames set forth in the Settlement Agreement.

15. Settlement Class Members shall have 180 days to negotiate the Settlement check from the date of issuance by the Settlement Administrator. In the event that a Settlement Class Member does not negotiate his/her check within this time period, the uncashed check along with any interest that has accrued thereon, shall be submitted to the State Controller's Office Unclaimed Property Fund in the name of the Class Member.

16 This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Settlement Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

17 17. A final accounting a hearing regarding the distribution of the funds shall be held
18 on December 11, 2023, at 10:00 a.m. in Department 5 of the above-entitled Court.

IT IS SO ORDERED.

Dated: 03/09/2023, 2023



HON. COLLEN K. STERNE
JUDGE OF THE SUPERIOR COURT