

FILED
Superior Court of California
County of Alameda

04/16/2024

Chad Flake, Executive Officer/Clerk of the Court

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Attorneys for Plaintiffs and Putative Classes

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ALAMEDA**

CARLOS AGUILAR, MARIA
ALCAZAR, LIZVETTE SALGADO and
ELPIDIA ALCAZAR individually, and on
behalf of all others similarly situated,

Plaintiffs,

vs.

FARMGIRL FLOWERS, INC., a
California Corporation; CHRISTINA
STEMBEL; and DOES 1 through 50,
inclusive,

Defendants.

Case No. RG21107981

**~~PROPOSED~~ ORDER OF FINAL
APPROVAL AND JUDGMENT**

Date: March 15, 2024
Time: 9 a.m.
Dept.: 21

1 WHEREAS, Plaintiffs Carlos Aguilar, Maria Alcazar, Lizvette Salgado and Elpidia
2 Alcazar (hereafter "Plaintiffs") have filed their Motion for Final Approval of Class Action
3 Settlement. The matter came on regularly for hearing on March 15, 2024, at 9:00 a.m. in
4 Department 21 of the above-referenced Court. Counsel for Plaintiff and Defendant Mission Linen
5 Supply ("Defendant") appeared. Having considered the papers filed by all parties and the
6 proceedings had and otherwise being fully informed,

7 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

8 1. This Final Approval Order and Judgment ("Order") incorporates by reference the
9 definitions in the Second Amended Stipulation and Settlement of Class Action Claims (the
10 "Agreement" or "Settlement Agreement") filed in this matter. All terms defined in the Settlement
11 shall have the same meaning in this Order. Solely for purposes of effectuating the Settlement,
12 the Court has certified a Class defined as follows: "All current and former hourly non-exempt
13 employees of Defendant in California at any time from August 5, 2017 through November 16,
14 2023, excluding any individuals who have previously signed separation agreements with general
15 releases."

16 2. The Court further approves the terms of settlement relating to Aggrieved
17 Employees for the PAGA claim defined as follows: "All current and former hourly non-exempt
18 employees of Defendant in California at any time from August 10, 2020 through November 16,
19 2023.
20

21 3. This Court has jurisdiction over the subject matter of this litigation and over all
22 parties to the litigation, including Plaintiff and the Class Members.

23 4. The Court finds that pursuant to the Preliminary Approval Order, the Settlement
24 Administrator mailed a Class Notice to Class Members (and Plaintiffs, on behalf of themselves
25 and as agents and proxies on behalf of the LWDA). The Class Notice fairly and adequately
26 informed Class Members (and PAGA Aggrieved Employees) of the terms of the proposed
27 Settlement and the benefits available to Class Members/Aggrieved Employees thereunder. The
28 Class Notice further informed Class Members (and PAGA Aggrieved Employees) of the

pendency of the Action, of the proposed Settlement, of Class Members' right (and that of PAGA Aggrieved Employees) to receive their share of the Settlement (if approved), of the scope and effect of the Released Claims, of the preliminary Court approval of the proposed Settlement, of exclusion and objection forms for Class Members (not PAGA Aggrieved Employees), timing and procedures, of the date of the Final Approval Hearing, and of the right to attend the Final Approval Hearing. Class Members had adequate time to consider this information and to use the procedures identified in the Class Notice. The Court finds and determines that this notice procedure afforded adequate protections to Class Members/Aggrieved Employees and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members and met applicable requirements of due process.

5. Two (2) individuals opted out of the Settlement and are therefore not bound by the terms of the Settlement or this Order and Judgment.

6. No individuals objected to the settlement.

7. Court finds that the Settlement offers significant monetary recovery to Class Members (and PAGA Aggrieved Employees) and finds that such recovery is fair, adequate and reasonable when balanced against further litigation related to liability and damages issues. The Court further finds that the Parties have conducted significant investigation, formal and informal discovery, research and litigation such that counsel for the Parties are able to reasonably evaluate their respective positions at this time. The Court finds that the proposed Settlement, at this time, will avoid substantial additional time and costs for all Parties, as well as avoid the risks and delay inherent to further prosecution of the claims being alleged. The Court further finds that the Parties reached the Settlement as the result of serious and non-collusive, arms-length negotiations. Thus, the Court approves the Settlement set forth in the Settlement and finds that the Settlement is, in all respects, fair, adequate and reasonable, and consistent with and in compliance with California law, and orders the Parties to effectuate the Settlement according to its terms.

8. The Court hereby enters judgment, with prejudice, for the reasons set forth above, and in accordance with the terms set forth in the Settlement. The Parties are ordered to cause a

1 copy of this Order and Judgment to be posted by the Settlement Administrator, CPT Group, on
2 its website, to provide notice to the Class as required by California Rule of Court 3.771(b).
3 Plaintiff is directed to submit a copy of this Order and Judgment to the LWDA.

4 9. Court further finds and orders as follows:

5 a. The Court finds that Plaintiffs are adequate representatives of the Settlement Class
6 and PAGA Aggrieved Employees and it appoints them as Class Representatives.
7 Furthermore, it approves payment of Class Representative Enhancement Awards in the
8 amount of \$10,000 each to Carlos Aguilar and Elpidia Alcazar and \$7,500 each to Lizvette
9 Salgado and Maria Alcazar. This payment is to come out of the Gross Settlement Amount
10 in recognition of their service on behalf of the Class, which is in addition to their payments
11 as a Settlement Class Members. The Class Representative Enhancement Awards will be
12 paid in accordance with the terms of the Settlement.

13 b. The Court further finds that Ian M. Silvers of Bisnar | Chase LLP has adequately
14 represented the Settlement Class including for the purpose of entering into and
15 implementing the Settlement, and he is appointed as Class Counsel. Furthermore, the
16 Court approves Class Counsel's request for Attorney's Fees in the amount of ~~\$328,333.33~~ ^{\$ 295,500},
17 and Costs of \$46,279.77. 10% of the Attorney's fees are to be withheld by the Settlement
18 Administrator until the Compliance hearing set forth below. The Attorney's fees and
19 litigation expenses shall be paid in accordance with the Settlement. The Parties are to bear
20 their own attorney's fees and costs, except as otherwise provided in this paragraph.

21 c. The Court approves the Settlement Administration Fee of \$15,250, to be paid to
22 CPT Group out of the Gross Settlement Amount. The Court further orders CPT Group to
23 distribute payment of the settlement funds in accordance with the terms of the Settlement.

24 d. The Court approves the PAGA Payment of \$50,000.00, with \$37,500.00 going to
25 the LWDA and \$12,500.00 to be included within the Net Settlement Amount.
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1 e. The Court approves the payments to the Settlement Class Members and PAGA
2 Aggrieved Employees, according to the terms of the Settlement Agreement and this Final
3 Approval Order and Judgment.

4 f. In accordance with the terms of the Settlement, the Court orders that all
5 Participating Class Members (and PAGA Aggrieved Employees), regardless of whether
6 or not they cash any individual settlement amount check, will be bound by the releases
7 detailed in the Settlement and this Order.

8 10. Upon the occurrence of the Effective Date, as defined in the Agreement, the Court
9 hereby orders that all Participating Class Members shall be deemed to have released the “Released
10 Claims” against Released Parties, for the following released claims:

11 All claims under federal, state or local law, that were asserted or could have been
12 asserted based on the facts, claims, and theories expressly pleaded in the First
13 Amended Complaint or any prior Complaints; the facts, claims or theories expressly
14 raised in Plaintiff’s notice to the LWDA dated July 27, 2021, regarding Defendant;
15 and/or any facts, claims or theories arising under any applicable IWC Wage Orders,
16 including claims for: (1) failure to pay wages for all hours worked; (2) failure to pay
17 overtime wages, (3) failure to provide mandatory meal and rest breaks, (4)
18 unreimbursed business expenses, (5) violation of the California WARN Act, (6)
19 failure to provide accurate wage statements, (7) failure to pay waiting time
20 penalties, and (8) violations of the Unfair Competition Law, Calif. Bus. & Prof.
21 Code §§17200 *et. seq.* (“UCL”) (“Released Class Claims”).

22 11. Upon the occurrence of the Effective Date, as defined in the Stipulation, the Court
23 hereby orders that Plaintiffs, on behalf of themselves and as agents and proxies on behalf of the
24 LWDA shall be deemed to fully release and forever discharge any and all claims against the
25 Released Parties arising during the PAGA Period, as set forth in the Amended Agreement and
26 Notice, for the following released claims:

27 All claims and/or causes of action under the PAGA that were asserted or
28 could have been asserted based upon the facts, claims and theories expressly
pleaded in the First Amended Complaint and/or any prior Complaints, and/or
any facts, claims, or theories set forth in the LWDA Notice against
Defendant dated July 27, 2021, including but not limited to, claims for civil
penalties for alleged Labor Code violations under the PAGA, including the

1 alleged (1) failure to pay wages for all hours worked; (2) failure to pay
2 overtime wages, (3) failure to provide mandatory meal and rest breaks, (4)
3 unreimbursed business expenses, (5) violation of the California WARN Act,
4 (6) failure to provide accurate wage statements, and (7) failure to pay waiting
5 time penalties ("Released PAGA Claims").

6 12. Upon the occurrence of the Effective Date, the Court hereby orders that Plaintiffs,
7 each of them, shall further release all unknown claims against Defendant and/or the Released
8 Parties which are covered by California Civil Code Section 1542, and Plaintiffs waive this section,
9 which states: "A general release does not extend to claims that the creditor or releasing party does
10 not know or suspect to exist in his or her favor at the time of executing the release and that, if
11 known by him or her, would have materially affected his or her settlement with the debtor or
12 released party."

13 13. The Court hereby orders that in accordance with the Settlement, any and all future
14 claims brought by Participating Settlement Class Members (as well as their heirs, executors and
15 administrators, successors and assigns), excluding only those who have expressly opted out of the
16 settlement by submitting a valid Request for Exclusion, as well as Plaintiffs and the LWDA
17 (regarding the Released PAGA Claims only), within the definition of Class or PAGA Released
18 Claims shall be barred by res judicata, collateral estoppel, and all other preclusive effect in all
19 pending and future claims, lawsuits or proceedings, upon the occurrence of the Effective Date.

20 14. The Court orders that upon the occurrence of the Effective Date, all Released
21 Claims of each and every Participating Settlement Class Member (and Plaintiffs, on behalf of
22 themselves and as agents and proxies on behalf of the LWDA) are and shall be deemed to be
23 conclusively released as against Defendant and the Released Parties (as set forth in the
24 Settlement). The Court orders that upon the occurrence of the Effective Date, all persons and
25 entities who are Participating Settlement Class Members and Plaintiffs, on behalf of themselves
26 and as agents and proxies on behalf of the LWDA, are forever barred and enjoined from
27 commencing, prosecuting, or continuing, either directly or indirectly, against Defendant and the
28 Released Parties, in this or any other jurisdiction or forum, any and all Released Claims.

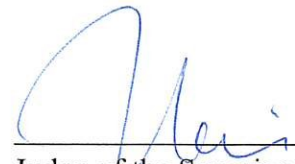
1 15. Neither this Order and Judgment nor the Settlement (or any other document
2 referred to in this Order and Judgment or the Settlement), may be construed as, or may be used
3 as, an admission of liability or fault by Defendant or the Released Parties, or a finding as to the
4 validity of any claims in the lawsuit or of any wrongdoing or violation of law. The Settlement is
5 not a concession by the Parties and, to the extent permitted by law, neither this Order and
6 Judgment nor the Settlement, nor any of their terms or provisions, nor any of the negotiations or
7 proceedings connected with them, shall be offered as evidence or received in evidence in any
8 pending or future civil, criminal, or administrative action or proceeding to establish any liability
9 of, or admission by, the Released Parties. Notwithstanding the foregoing, nothing in this Order
10 shall be interpreted as prohibiting the use of this Order or the entry of Judgment in a proceeding
11 to consummate or enforce the Settlement, or defend against the assertion of claims in any other
12 proceeding, or as otherwise required by law. This Order and the Settlement may be filed in any
13 action against or by Defendant or the Released Parties to support a defense of res judicata,
14 collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith
15 and credit, or any other theory of claim preclusion, issue preclusion or similar defense or
16 counterclaim.
17

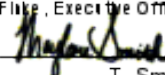
18 16. A Final Accounting Compliance Hearing regarding the distribution and final
19 accounting of the settlement funds is set for _____, 2025 at 9:00 a.m. in
20 Department 21. The Parties are directed to provide a report to the Court at least 7 calendar days
21 before the hearing date on the status of the distribution of the class and PAGA settlement
22 proceeds. Once the Court finds, after reviewing the Parties' report, that there has been compliance
23 regarding disbursement of the settlement funds, the remaining 10% in attorney's fees that was
24 withheld (as addressed above) will then be disbursed by CPT Group to Class Counsel.

25 17. The Court hereby ORDERS, ADJUDGES AN DECREES that Judgment in this
26 matter is hereby entered in accordance with the above. The Court will retain jurisdiction over
27 the parties to enforce the terms of the settlement pursuant to California Rules of Court, Rule
28 3.769(h).

1 **IT IS SO ORDERED.**

2
3 DATED: 4/16/24

4 
Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 04/22/2024
PLAINTIFF/PETITIONER: Carlos Aguilar	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Farmgirl Flowers, Inc. et al	T. Smith
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: RG21107981

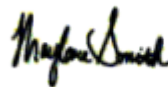
I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order of Final Approval and Judgment entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Alison L. L. Tsao
CDF LABOR LAW LLP
atsao@cdflaborlaw.com

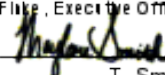
Dated: 04/22/2024

Chad Finke, Executive Officer / Clerk of the Court

By:



T. Smith, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 04/22/2024 Chad Finke, Executive Officer / Clerk of the Court By:  Deputy T. Smith
PLAINTIFF/PETITIONER: Carlos Aguilar		
DEFENDANT/RESPONDENT: Farmgirl Flowers, Inc. et al		
CERTIFICATE OF MAILING		CASE NUMBER: RG21107981

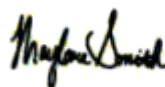
I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Brian D. Chase
Bisnar & Chase, LLP
One Newport Place
1301 Dove St., Suite 120
Newport Beach, CA 92660-

Chad Finke, Executive Officer / Clerk of the Court

Dated: 04/22/2024

By:



T. Smith, Deputy Clerk

CERTIFICATE OF MAILING