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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SAN BERNARDINO

14 HAMZA KISSAM and ASIA CRAWFORD,
15 individuals, on behalf of themselves and on
16 behalf of all persons similarly situated,

17 Plaintiffs,

18 vs.

19 HAWTHORNE HYDROPONICS LLC, a
20 Limited Liability Company; and DOES 1
21 through 50, inclusive,

22 Defendants.

CASE NO.: CIVSB2203720

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: November 4, 2025

Hearing Time: 1:30 p.m.

Judge: Hon. Joseph T. Ortiz

Dept: 17

Date Filed: March 3, 2022

Trial Date: Not set

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FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Hamza Kissam and Asia Crawford (“Plaintiffs”) for an
2 order finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendant Hawthorne Hydroponics, LLC (“Defendant”), attorneys’ fees and costs, service
4 payments, and the expenses of the Administrator duly came on for hearing on November 4, 2025
5 before the Honorable Josphe Ortiz.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of San Bernardino, and over all
13 Parties to this litigation, including the Class.

14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Four Hundred
16 Eighty Thousand Dollars (\$1,480,000) and the terms set forth in the Agreement are fair, reasonable,
17 and adequate.

18 4. The Court further finds that the Settlement was the result of arm’s length negotiations
19 conducted after Class Counsel had adequately investigated the claims and became familiar with the
20 strengths and weaknesses of those claims. In particular, the amount of the Settlement, and the
21 assistance of an experienced mediator in the settlement process, among other factors, support the
22 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

24 5. On June 17, 2025, the Court granted preliminary approval of the Settlement. At the
25 same time, the Court approved conditional certification of the Class for settlement purposes only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
4 about July 28, 2025. The mailing of the Class Notice to their last-known addresses was the best
5 notice practicable under the circumstances and was reasonably calculated to communicate actual
6 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
7 Members fully and accurately informed the Class Members of all material elements of the proposed
8 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the
9 Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the
10 laws of the State of California, the United States Constitution, due process and other applicable law.
11 The Class Notice fairly and adequately described the Settlement and provided Class Members
12 adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out or submitting written objections to the
14 Settlement was September 26, 2025, which for re-mailings was extended by fourteen (14) days.
15 There was an adequate interval between notice and the deadline to permit Class Members to choose
16 what to do and to act on their decision. A full and fair opportunity has been afforded to the Class
17 Members to participate in this hearing, and all Class Members and other persons wishing to be heard
18 have had a full and fair opportunity to be heard. Class Members also have had a full and fair
19 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the Court
20 determines that all Class Members who did not timely and properly submit a request for exclusion
21 are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness of the Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48
24 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before Jonathan Andrews, a respected and experienced mediator
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1 of wage and hour class actions. There has been no collusion between the Parties in reaching the
2 Settlement.

3 b. Plaintiffs' and their counsel's investigation and discovery have been
4 sufficient to allow the Court and counsel to act intelligently.

5 c. Counsel for all Parties are experienced in similar employment class action
6 litigation. Plaintiffs' counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. No requests for exclusion were received.

9 e. The participation rate was high. 717 Participating Class Members will be
10 mailed a settlement payment, representing 100% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable, and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays which
15 would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate, and reasonable and in the best interests
17 of the Class Members.

18 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

19 11. An award of \$493,333 for attorneys' fees, representing one-third of the Gross
20 Settlement Amount, and \$75,874.04 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested awards have been supported by Class Counsel's lodestar
23 and billing statement.

24 **Class Representative Service Payments**

25 12. The Agreement provides for Class Representative Service Payments of not more than
26 \$15,000 each to Plaintiffs, subject to the Court's approval. The Court finds that a Class
27 Representative Service Payment in the amount of \$15,000 to each Plaintiff is reasonable in light of
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1 the risks and burdens undertaken by Plaintiffs in this litigation, for their time and effort in bringing
2 and prosecuting this matter on behalf of the Class, and for their execution of a general release.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the Class
5 Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class
6 Representative Service Payments to Plaintiffs, issue all required tax reporting forms, calculate
7 withholdings and perform the other remaining duties set forth in the Agreement. The Administrator
8 has documented \$12,450 in fees and expenses, and this amount is reasonable considering the work
9 performed by the Administrator.

10 **PAGA Penalties**

11 14. The Agreement provides for PAGA Penalties of \$50,000 out of the Gross
12 Settlement Amount, \$37,500 of which shall be allocated to the Labor & Workforce Development
13 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$12,500 to be distributed to the Aggrieved Employees. The
15 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
16 Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Pay
17 Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result
18 by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved Employees" are all hourly non-
19 exempt employees who worked for Hawthorne Hydroponics, LLC in the State of California at any
20 time during the PAGA Period (November 19, 2020, through December 12, 2024). Pursuant to
21 Labor Code section 2699, subdivision (s)(2), the LWDA was provided notice of the Agreement and
22 these settlement terms and has not indicated any objection thereto. The Court finds the PAGA
23 Penalties to be reasonable.

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 15. The Class is certified for the purposes of settlement only. The Class is defined as
2 follows:

3 All individuals who are, or previously were, employed by Defendant Hawthorne
4 Hydroponics, LLC and classified as hourly non-exempt employees in the State of
5 California at any time during the Class Period.

6 The “Class Period” is from March 3, 2018, through December 12, 2024.

7 16. All persons who meet the foregoing definition are members of the Class, except for
8 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There are no
9 individuals who requested exclusion from the Class.

10 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
11 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
12 the amounts necessary to fully pay Defendant’s share of payroll taxes in accordance with the
13 Agreement, by transmitting the funds to the Administrator no later than 60 days after the Effective
14 Date.

15 18. Class Counsel are awarded attorneys’ fees in the amount of \$493,333 and costs in the
16 amount of \$75,874.04. Class Counsel shall not seek or obtain any other compensation or
17 reimbursement from Defendant, Plaintiffs or members of the Class.

18 19. The payment of Class Representative Service Payments in the amount of \$15,000 to
19 each Plaintiff is approved.

20 20. The payment of \$12,450 to the Administrator for its fees and expenses is approved.

21 21. The PAGA Penalties of \$50,000 is approved and is to be distributed in accordance
22 with the Agreement.

23 22. Pursuant to Labor Code section 2699, subdivision (s), Class Counsel shall submit a
24 copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

25 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
26 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
27 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
28 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the

1 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is,
2 may be construed as, or may be used as an admission by or against Defendant of any fault,
3 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
4 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
5 evidence of, an admission, or concession with regard to the denials or defenses by Defendant.
6 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this
7 Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the
8 Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
9 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
10 Claims and/or Released PAGA Claims.

11 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
12 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
13 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
14 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to
15 individual Class Members.

16 25. If the Agreement does not become final and effective in accordance with the terms of
17 the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection
18 herewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their
19 respective positions as of before entering into the Agreement, and expressly reserve their respective
20 rights regarding the prosecution and defense of this Action, including all available defenses and
21 affirmative defenses, and arguments that any claim in the Action could not be certified as a class
22 action and/or managed as a representative action.

23 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

24 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
25 Plaintiffs, and all members of the Class, shall take nothing in the Action.

26 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
27 provided in the Agreement and in this Final Approval Order and Judgment.

1 28. Effective on the date when Defendant fully funds the entire Gross Settlement
2 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
3 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
4 release claims against all Released Parties as follows:

5 (a) All Participating Class Members, on behalf of themselves and their respective
6 former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
7 release Released Parties from the Released Class Claims. The “Released Class Claims” are all
8 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
9 Operative Complaint which occurred during the Class Period during employment in a non-exempt
10 position in California, and expressly excluding all other claims including claims for vested benefits,
11 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
12 disability, social security, workers’ compensation, and California class claims outside of the Class
13 Period.

14 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf of
15 themselves and their respective former and present representatives, agents, attorneys, heirs,
16 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The
17 “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could
18 have been alleged, based on the facts stated in the Operative Complaint and Plaintiff Kissam’s
19 LWDA PAGA Notice which occurred during the PAGA Period during employment in a non-
20 exempt position in California, and expressly excluding all other claims including claims for vested
21 benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment
22 insurance, disability, social security, workers’ compensation, and PAGA claims outside of the
23 PAGA Period.

24 (c) Plaintiffs and their respective former and present spouses, representatives,
25 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
26 Released Parties from all claims, transactions, or occurrences that occurred during the Class Period,
27 as set forth fully in the Agreement.

1 (d) As used herein, "Released Parties" means: Defendant and its subsidiaries,
2 parent companies, or affiliates, and each of its former and present directors, officers, shareholders,
3 owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

4 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
5 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
6 Administrator shall transmit the funds represented by such checks to the California Controller's
7 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
8 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

9 30. The Court hereby enters judgment in the entire Action as of the filing date of this
10 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality
11 of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the
12 interpretation, implementation, and enforcement of the Settlement and all orders entered in
13 connection therewith pursuant to California Code of Civil Procedure section 664.6.

14 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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16 Dated: _____

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18 HON. JOSEPH T. ORTIZ
19 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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