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HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Joel M. Gordon (SBN 280721)
jgordon@haineslawgoup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB 28 2025

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ANGEL VASQUEZ MONTES, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

L & L NURSERY SUPPLY INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No.: CIVSB2214477

*[Assigned for all purposes to the
Honorable Joseph T. Ortiz, Dept. S-17]*

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

Date: January 13, 2025
Time: 1:30 p.m.
Dept.: S-17

Action Filed: July 11, 2022
Trial Date: None Set

1 **[PROPOSED] ORDER AND JUDGMENT**

2 The Motion of Plaintiff Angel Vasquez Montes ("Plaintiff") for Final Approval of Class
3 Action Settlement, Class Representative Enhancement Award, and Attorneys' Fees and Costs
4 ("Final Approval Motion") came on regularly for hearing before this Court on January 13, 2025
5 at 1:30 p.m., pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting
6 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
7 considered the parties' Joint Stipulation of Settlement and Release to Settle Class and PAGA
8 Action ("Settlement Agreement" or "Settlement"), and the documents and evidence presented in
9 support thereof, and recognizing the sharply disputed factual and legal issues involved in this
10 case, the risks of further prosecution, and the substantial benefits to be received by the Settlement
11 Class pursuant to the Settlement, the Court hereby makes a final ruling that the Settlement is fair,
12 reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the
13 parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Final Approval
14 Motion and hereby ORDERS the following:

15 1. Final judgment is hereby entered in conformity with the Settlement Agreement
16 and this Final Approval Order.

17 2. The conditional class certification is hereby made final, and the Court thus
18 certifies, for purposes of the Settlement, the following Settlement Class:

19 All current and former hourly employees who worked for L&L Nursery
20 Supply and/or BFG Supply, Inc. within the State of California at any time
during the period from July 11, 2018 to May 24, 2024 (the "Class Period").

21 3. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines, Sean M.
22 Blakely, and Joel M. Gordon of Haines Law Group, APC are hereby confirmed as Class Counsel.

23 4. On October 4, 2024, notice was provided to Settlement Class members as set forth
24 in the Settlement, which was approved by the Court on August 19, 2024, and the notice process
25 has been completed in conformity with the Settlement and the Court's Preliminary Approval
26 Order. The Court finds that said notice was the best notice practicable under the circumstances.
27 The Class Notice provided due and adequate notice of the proceedings and matters set forth
28 therein, informed Settlement Class members of their rights, and fully satisfied the requirements

1 of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

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

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

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

17 8. The Court finds that given the absence of objections to the Settlement, this Order
18 shall be considered final as of the date of entry.

19 9. The Court finds that the Individual Settlement Payments, as provided for in the
20 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
21 distribute the Individual Settlement Payments in conformity with the terms of the Settlement.

22 10. The Court orders Defendant L&L Nursery Supply Inc. ("Defendant") to pay the
23 Gross Settlement Fund of \$467,500.00 to the Settlement Administrator, ILYM Group, Inc.,
24 within fifteen (15) calendar days of the Effective Date, in accordance with the terms of the
25 Settlement Agreement.

26 11. The Court finds that an Enhancement Award in the amount of \$10,000.00 to
27 Plaintiff is appropriate for Plaintiff's risks undertaken and his service to the Settlement Class.
28 The Court finds that this payment is fair, reasonable, and adequate, and orders that the Settlement

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

2 12. The Court finds that attorneys' fees in the amount of \$155,833.33 and litigation
3 costs of \$11,026.03 for Class Counsel are fair, reasonable, and adequate in light of the common
4 fund created by the Settlement, and orders that the Settlement Administrator distribute these
5 payments to Class Counsel in conformity with the terms of the Settlement.

6 13. The Court orders that the Settlement Administrator shall be paid \$6,750.00 from
7 the Gross Settlement Fund in conformity with the terms of the Settlement, for all of its work
8 done and to be done until the completion of this matter and finds that sum appropriate.

9 14. The Court finds that the payment to the California Labor & Workforce
10 Development Agency ("LWDA") in the amount of \$22,500.00 for its share of the settlement of
11 Plaintiff's representative claim under the PAGA is fair, reasonable, and adequate, and orders the
12 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
13 of the Settlement.

14 15. This Court orders that any settlement checks shall be negotiable for 180 calendar
15 days from the date of issuance of the check, and that any settlement checks that remain uncashed
16 after 180 days shall be distributed to the Controller of the State of California to be held pursuant
17 to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the
18 Settlement Class member to whom the check was issued, until such time that they claim their
19 property.

20 16. Upon the Court's Final Order of the Stipulation of Settlement, and except as to
21 such rights or claims as may be created by the Settlement Agreement, Plaintiff and any Verified
22 Class Member who does not timely opt out of the settlement, will fully and finally release and
23 discharge Defendant and its parent company, BFG Supply Company, and each of its and their
24 respective past, present, and future parent companies, subsidiaries, successors, divisions, related
25 or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers,
26 investors, successors and assigns, owners, partners, units, assigns, principals, heirs,
27 representatives, accountants, auditors, consultants, reinsurers, predecessors in interest,
28 beneficiaries, executors, members, privies, administrators, fiduciaries, and trustees and any

1 individual or entity which could be jointly liable with Defendant, and each of them (collectively,
2 the “Released Parties”), from any and all applicable state law wage-and-hour claims, rights,
3 demands, liabilities, and causes of action of every nature and description, arising during the Class
4 Period, including without limitation, statutory, constitutional, contractual or common law claims
5 for wages, damages, unpaid costs, civil or statutory penalties, liquidated damages, interest,
6 attorneys’ fees, litigation costs, restitution, or equitable relief, based on the following categories
7 of allegations: failure to pay minimum wages (including off the clock work and/or time spent
8 submitting to COVID-19 screenings), wage statement violations, failure to maintain accurate
9 records, failure to pay all wages due at time of termination, waiting time penalties, failure to pay
10 overtime (including for off the clock work and/or time spent submitting to COVID-19 screenings
11 not paying at regular rate) failure to provide rest periods, failure to pay rest period premiums at
12 regular rate, failure to pay meal premiums at regular rate, failure to provide meal periods, and
13 unlawful competition (collectively, “Class Members’ Released Claims”). The Class Members’
14 Released Claims include claims meeting the above definition under any and all applicable
15 California laws, statutes, regulations, and Wage Orders.

16 17. In addition, all Settlement Class members (regardless of whether or not they opt
17 out) who worked as current and former hourly employees for L&L Nursery Supply and/or BFG
18 Supply, Inc. within the State of California at any time during the period from April 21, 2021 to
19 May 24, 2024 (the “PAGA Period”) are “PAGA Group Members” and shall fully and finally
20 release and discharge any and all Released Parties for theories of liability under PAGA for failure
21 to pay minimum wages (including off the clock work and/or time spent submitting to COVID-
22 19 screenings), wage statement violations, failure to maintain accurate records, failure to pay all
23 wages due at time of termination, waiting time penalties, failure to pay overtime (including for
24 off the clock work and/or time spent submitting to COVID-19 screenings) failure to provide rest
25 periods, failure to pay rest period premiums at regular rate, failure to pay meal premiums at
26 regular rate, and failure to provide meal periods.

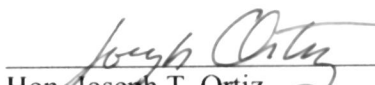
27 18. This document shall constitute a final judgment pursuant to California Rule of
28 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final

1 approval hearing, the court must make and enter judgment. The judgment must include a
2 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
3 judgment. The court may not enter an order dismissing the action at the same time as, or after,
4 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final
5 Approval Order, and this Judgment.

6 19. Plaintiff shall file a Final Disbursement Declaration on or before January 13,
7 2026.

8 **IT IS SO ORDERED.**

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10 Dated: Feb. 28, 2025


11 Hon. Joseph T. Ortiz
12 Judge of the Superior Court
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