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

MAR - 4 2025

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

RICO BARELA and MAHVASH SAFAEI,
individually, and on behalf of other members
of the general public similarly situated, and on
behalf of aggrieved employees pursuant to the
Private Attorneys General Act of 2004
("PAGA");

Plaintiff,

v.

HYDROFARM, LLC, a California limited
liability company; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: CIVSB2222442

Assigned for All Purposes to:
Honorable Joseph T. Ortiz
Department 17

CLASS ACTION

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

Hearing Date: February 28, 2025
Hearing Time: 1:30 p.m.
Hearing Place: Department 17

Complaint Filed: October 5, 2022
FAC Filed: March 20, 2023
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Rico Barela and Mahvash
2 Safaei's ("Plaintiffs") Motion for Final Approval of Class Action Settlement, and considering the
3 papers submitted in support of the motion, including the Class Action and PAGA Settlement
4 Agreement ("Settlement Agreement," "Settlement," or "Agreement"), **FINDS AND ORDERS:**

5 On or about April 22, 2024, Plaintiffs and Defendant Hydrofarm, LLC ("Defendant")
6 entered the Agreement to settle this lawsuit.

7 On October 17, 2024, the Court entered an order preliminarily approving the settlement
8 of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure
9 section 382 and Rule of Court 3.769, ordering notice to be sent to Class Members, providing
10 Class Members with an opportunity to object to the Settlement or exclude themselves from the
11 Class, and scheduling a Final Approval Hearing.

12 On February 28, 2025, the Court held a Final Approval Hearing to determine whether to
13 give final approval to the Settlement of this lawsuit.

14 1. Incorporation of Other Documents. This Amended Order of Final
15 Approval and Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless
16 otherwise provided herein, all capitalized terms in this Order and Judgment shall have the same
17 meaning as set forth in the Settlement Agreement.

18 2. Jurisdiction. Because adequate notice has been disseminated and the Class
19 has been given the opportunity to request exclusion, the Court has personal jurisdiction with
20 respect to the claims of all Class Members. The Court has subject matter jurisdiction, including
21 jurisdiction to approve the Settlement and grants final certification of the Class.

22 3. Final Class Certification. The Court finds that the Class satisfies all
23 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
24 process. The Court certifies the Class consisting of all current and former non-exempt employees
25 jointly employed by Defendant and ADP TotalSource, Inc. who worked on-site at any of
26 Defendant's worksites within the State of California at any time during the period from October
27 5, 2018 through May 31, 2024; and all former nonexempt employees jointly employed by
28 Defendant and Nelson Staffing who worked onsite at any of Defendant's worksites within the

1 State of California at any time during the period from October 5, 2018 through May 31, 2024
2 (“Class,” “Class Members,” and “Class Period”). There are two hundred thirty-two (232) Class
3 Members who did not submit valid and timely Requests for Exclusion from the Settlement
4 (“Participating Class Members”).

5 4. Adequacy of Representation. Class Counsel fully and adequately
6 represented the Class for purposes of entering and implementing the Settlement and satisfied the
7 requirements of Code of Civil Procedure section 382.

8 5. Class Notice. The Court finds that the Court Approved Notice of Class
9 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its
10 distribution to Class Members were implemented pursuant to the Settlement and this Court’s
11 Preliminary Approval Order. The Court also finds that the Class Notice:

- 12 a. Constitutes notice reasonably calculated to apprise Class Members of: (i)
13 pendency of this lawsuit; (ii) material terms and provisions of the
14 Agreement and their rights; (iii) their right to object to any aspect of the
15 Agreement; (iv) their right to exclude themselves from the Agreement;
16 (v) their right to receive settlement payments; (vi) their right to appear at
17 the Final Approval Hearing; and (vii) binding effect of the orders and
18 judgment in this lawsuit on all Participating Class Members;
- 19 b. Constitutes notice that fully satisfied the requirements of Code of Civil
20 Procedure section 382, Rule of Court 3.769, and due process;
- 21 c. Constitutes the best practicable notice to Class Members under the
22 circumstances of this lawsuit; and
- 23 d. Constitutes notice reasonable, adequate, and sufficient for Class Members.

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1 6. Final Settlement Approval. The terms and provisions of the Settlement
2 Agreement have been entered into good faith and are the product of arm's-length negotiations by
3 experienced counsel who have done a meaningful investigation of the claims. The Settlement
4 Agreement and all its terms and provisions are fully and finally approved as fair, reasonable,
5 adequate, and in the best interests of the Parties. The Parties are directed to implement the
6 Settlement Agreement according to its terms and provisions.

7 7. Enforcement of Settlement. Nothing in this Order and Judgment shall
8 preclude any action to enforce the terms and provisions of the Settlement Agreement.

9 8. Binding Effect. The terms and provisions of the Settlement Agreement
10 and this Order and Judgment are binding on Plaintiffs, Participating Class Members, Aggrieved
11 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
12 successors, and assigns. In addition, those terms shall have res judicata and other preclusive
13 effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf
14 of any such persons to the extent those claims, lawsuits, or other proceedings involve matters
15 that were or could have been raised in this lawsuit and are encompassed by the Released Class
16 Claims and Released Private Attorneys General Act of 2004 ("PAGA") Claims. The Settlement
17 Agreement will have no binding effect upon, and provide no res judicata preclusion to, those
18 Class Members who have submitted timely requests for exclusion.

19 9. Release by Participating Class Members. Effective on the date when
20 Defendant funds the Gross Settlement Amount and funds all employer payroll taxes owed on the
21 Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of
22 themselves and their former and present representatives, agents, attorneys, heirs, administrators,
23 successors, and assigns, release the Released Parties from the Released Class Claims.

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1 a. Release by Aggrieved Employees. Effective on the date when Defendant
2 funds the Gross Settlement Amount and funds all employer payroll taxes
3 owed on the Wage Portion of the Individual Class Payments, all
4 Participating and Non-Participating Class Members, who are Aggrieved
5 Employees, are deemed to release, on behalf of themselves and their
6 former and present representatives, agents, attorneys, heirs, administrators,
7 successors, and assigns, the Released Parties from the Released PAGA
8 Claims.

9 b. Plaintiffs' Release. Effective on the date when Defendant funds the Gross
10 Settlement Amount and funds all employer payroll taxes owed on the
11 Wage Portion of the Individual Class Payments, Plaintiffs, on behalf of
12 themselves and their former and present spouses, representatives, agents,
13 attorneys, heirs, administrators, successors, and assigns generally release
14 and discharge the Released Parties from the Plaintiffs' Release.
15 Furthermore, Plaintiffs expressly waive and relinquish the provisions,
16 rights, and benefits, if any, of section 1542 of the Civil Code.

17 c. Released Parties. The Released Parties include Defendant and its parents,
18 predecessors, successors, all affiliates, subsidiaries, officers, directors,
19 members, agents, employees, and stockholders.

20 10. Class Counsel Fees Payment and Class Counsel Litigation Expenses

21 Payment. The Court finds that the Class Counsel Fees Payment of \$115,000, to be paid by
22 Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and
23 appropriate. The Court finds that the Class Counsel Litigation Expenses Payment as
24 reimbursement for actual litigation costs incurred of \$17,470.80, to be paid by Defendant to
25 Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Defendant
26 shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements
27 incurred by Class Counsel or any other counsel representing Plaintiffs or Class Members.
28 Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or

1 disbursements incurred by Plaintiffs or Class Members in connection with or related in any
2 manner to this lawsuit, Agreement, settlement administration, Released Class Claims, and
3 Released PAGA Claims.

4 a. The Court has an independent right and responsibility to review the Class
5 Counsel Fees Payment and only award so much as it determines
6 reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004)
7 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of
8 \$115,000 is one-third (1/3) of the common fund created for the benefit of
9 the Class and is supported by use of the percentage-fee method. (*Laffitte v.*
10 *Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering
11 the results achieved, financial risk undertaken, difficult nature of this
12 litigation, skills required, percentage fees award in previous and other
13 cases, and contingent fees charged in the marketplace, the Court finds that
14 the Class Counsel Fees Payment is consistent with the marketplace, is
15 reasonable, and is approved.

16 b. The Court has reviewed the Declaration of Douglas Han regarding the
17 costs expended. Under the terms of the Settlement, Class Counsel may
18 seek reimbursement of up to \$15,000 in litigation costs. The Court finds
19 that Class Counsel expended \$17,470.80 in litigation costs, which exceeds
20 the maximum amount permitted, and such costs were reasonable. The
21 Court approves the payment of the Class Counsel Litigation Expenses
22 Payment of \$15,000 from the common fund for the reimbursement of
23 Class Counsel's litigation costs.

24 11. Class Representative Service Payments. The Court finds that the Class
25 Representative Service Payments of \$10,000, to be paid by Defendant to each Plaintiff (totaling
26 \$20,000), out of the Gross Settlement Amount, to be reasonable and appropriate. The Class
27 Representative Service Payments are to be paid pursuant to the terms and provisions set forth in
28 the Settlement Agreement.

1 a. The rationale for making enhancement payments is class representatives
2 should be compensated for the expense and risk they incurred in
3 conferring a benefit on the Class. Criteria courts consider include: (i) risk
4 to the class representatives in commencing suit; (ii) notoriety and personal
5 difficulties; (iii) amount of time and effort spent by the class
6 representatives; (iv) duration of the litigation; and (v) personal benefit (or
7 lack thereof) enjoyed by class representatives.

8 b. The Court has reviewed Plaintiffs' declarations. Given the risks inherent
9 in the services as the class representatives, duration of the case and time
10 involved, and benefits created for the Class, the Court approves the
11 payment of the Class Representative Service Payments of \$10,000 to each
12 Plaintiff.

13 12. Administration Expenses Payment. The Court finds that Administration
14 Expenses Payment of \$8,450, to be paid by Defendant to the Administrator out of the Gross
15 Settlement Amount, to be reasonable and appropriate. The Administration Expenses Payment is
16 to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

17 a. The Court has reviewed the Declaration of Nathalie Beltran from ILYM
18 Group, Inc., the Administrator. The Court finds that notice was provided
19 to the Class pursuant to the Preliminary Approval Order, constitutes the
20 best practicable notice to the Class, and satisfied due process. Thus, the
21 Court approves the payment of the Administration Expenses Payment of
22 \$8,450 for the Administrator's services in administering the Settlement.

23 13. PAGA Penalties. The Court finds that the PAGA Penalties of \$30,000,
24 seventy-five percent (75%) of which (\$22,500) will be paid to the California Labor and
25 Workforce Development Agency out of the Gross Settlement Amount and twenty-five percent
26 (25%) of which (\$7,500) will be distributed to Aggrieved Employees, on a pro rata basis, to be
27 reasonable and appropriate. The PAGA Penalties is to be paid pursuant to the terms and
28 provisions set forth in the Settlement Agreement.

1 14. Funding the Gross Settlement Amount. Defendant shall fund the Gross
2 Settlement Amount by transmitting the funds to the Administrator no later than the Effective
3 Date. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement
4 Amount, the Administrator will mail checks to the appropriate persons and entities.

5 15. Fairness of the Settlement. As noted in the Preliminary Approval Order,
6 the Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiffs contend
7 that the Settlement was the product of arm's-length negotiations following extensive litigation,
8 discovery, and exchange of documentation. The negotiations were facilitated with the aid of Gail
9 Glick, an experienced and well-respected mediator.

10 a. The fairness of the Settlement is demonstrated by there being no
11 objections to and no requests for exclusion from the Settlement.

12 b. The fairness of the Settlement is further illustrated by the gross *average*
13 Individual Class Payment being approximately \$543.33, and the gross
14 *highest* Individual Class Payment being about \$3,272.05.

15 16. Uncashed Checks. Participating Class Members and Aggrieved
16 Employees must cash or deposit their settlement checks within one hundred eighty (180)
17 calendar days after the checks are mailed to them by the Administrator. Uncashed settlement
18 checks will be canceled and transmitted to the California Controller's Unclaimed Property Fund.

19 17. Modification of Settlement Agreement. The Participating Class Members
20 are authorized to agree to and adopt amendments to or modifications of the Settlement
21 Agreement by an express written instrument signed by all Parties or their representatives and
22 approved by the Court. Such amendments or modifications shall be consistent with this Order
23 and Judgment and cannot limit the rights of Participating Class Members under the Settlement.

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1 18. Final Accounting and Compliance. The Court sets a compliance hearing
2 for October 10, 2025 at 1:30 p.m. in Department 17. At least five (5) court days before this
3 hearing, Plaintiffs shall file a compliance status report. Pursuant to Code of Civil Procedure
4 section 384, the compliance status report shall specify the total amount paid to Participating
5 Class Members and the residual of the unclaimed settlement funds that will be paid to the entity
6 identified as the recipient of such funds in the Settlement Agreement.

7 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
8 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
9 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
10 and for any other necessary purpose, including, without limitation:

- 11 a. Enforcing the terms and provisions of the Settlement Agreement and
12 resolving any disputes, claims, or causes of action in this lawsuit that, in
13 whole or in part, are related to or arise out of the Settlement Agreement or
14 this Order and Judgment;
- 15 b. Entering such additional orders as may be necessary or appropriate to
16 protect or effectuate this Order and Judgment approving the Settlement
17 Agreement, and permanently enjoining Plaintiffs from initiating or
18 pursuing related proceedings, or to ensure the fair and orderly
19 administration of the Settlement Agreement; and
- 20 c. Entering any other necessary or appropriate orders to protect and
21 effectuate this Court's retention of continuing jurisdiction.

22 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
23 Class Counsel Litigation Expenses Payment, and Class Representative Service Payments is
24 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

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1 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
2 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
3 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
4 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
5 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
6 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

7 **IT IS SO ORDERED.**

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9 DATED: March 4, 2025


HONORABLE JOSEPH T. ORTIZ
SUPERIOR COURT JUDGE

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is ccastro@justicelawcorp.com

On March 10, 2025, I served the foregoing document described as

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

for the following case: **Rico Barela, et al. v. Hydrofarm, LLC**
LWDA/Court Case No.: **LWDA Case No.: CM-897915-22**
Court Case No.: CIVSB2222442
San Bernardino County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 10, 2025, at Pasadena, California.



Christina Castro