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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CRUZ

EUFRONIO MARCOS, for himself and all other
persons similarly situated,

Plaintiff,

vs.

CONTINENTAL FLORAL CA, LLC, a
California entity; CONTINENTAL FLORAL,
LLC, a Florida entity; and Does 1-20, inclusive,

Defendants.

Case No. 22CV01857

 **ORDER & JUDGMENT OF
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, SERVICE AWARD TO
CLASS REPRESENTATIVE,
ATTORNEYS' FEES, AND
REIMBURSEMENT OF LITIGATION
COSTS**

Date: April 9, 2025

Time: 8:30 a.m.

Department 10

Before the Honorable Timothy Schmal

1 The Court, having considered Plaintiff's Motion for Final Approval of Class Action
2 Settlement, Class Representative's Service Award, and Attorneys' Fees and Costs in the above-
3 captioned action, having read and considered all of the papers of the parties and their counsel,
4 having granted preliminary approval on January 3, 2025 and directed that notice be given to all
5 Class Members of preliminary approval of the Class Action Settlement Agreement ("Settlement
6 Agreement"), the time and location of the final approval hearing, and the right to be excluded from
7 the settlement, and having received no objections or opposition to the Settlement, and good cause
8 appearing, HEREBY ORDERS:

9 1. The settlement of the above-captioned class action as embodied in the Settlement
10 Agreement is fully and finally approved. The Settlement Agreement is hereby incorporated by
11 reference. Except as otherwise specified herein and for purposes of this Order Granting Judgment
12 Upon Final Approval Of Class Action Settlement ("Final Approval Order"), the terms used in this
13 Order have the meaning assigned to them in the Settlement Agreement, Notice of Proposed Class
14 Action Settlement and Fairness Hearing ("Class Notice"), and the Motions for Preliminary and
15 Final Approval of the Class Action Settlement.

16 2. Pursuant to California Rules of Court, rule 3.769(d), this Court makes final the
17 conditional class certification contained in the Order Granting Preliminary Approval of Class
18 Action Settlement, and certifies a class defined as: all employees of Defendants who were classified
19 as non-exempt and worked within the State of California at any time from August 29, 2018 to
20 January 3, 2025 (date of preliminary approval).

21 3. Named Plaintiff Eufonio Marcos is hereby appointed and designated, for all
22 purposes, as the representative for the Class, and the law firm Advocates for Worker Rights LLP is
23 hereby appointed and designated as counsel for the named Plaintiffs and the Class. The Court finds
24 that attorneys for the Class are experienced class action litigators and have expressed the view that
25 the Settlement is fair, reasonable, and adequate, which further supports the Settlement.

26 4. The Court hereby finds that the Class Notice and all related documents have been
27 mailed to all Class Members as previously ordered by the Court, and that such Class Notice fairly
28 and adequately described the terms of the proposed Settlement Agreement, the manner in which

1 Class Members could object to the Settlement, and the manner in which Class Members could opt
2 out of the Class; was the best notice practicable under the circumstances; and was valid, due, and
3 sufficient notice to all Class Members; and complied fully with Civil Code § 1781(e), Rule of Court
4 3.769, due process, and all other applicable laws. The Court further finds that a full and fair
5 opportunity has been afforded to Class Members to participate in the proceedings convened to
6 determine whether the proposed Settlement Agreement should be given final approval.
7 Accordingly, the Court hereby determines that all Class Members who did not file a timely and
8 proper request to be excluded from the settlement are bound by this final Order & Judgment.

9 5. The Court finds that the Class Settlement is fair, reasonable, and adequate, and in
10 the best interests of the Class Members. The Settlement Agreement is the product of serious,
11 informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant
12 preferential treatment to any individuals, and was entered into in good faith pursuant to California
13 Code of Civil Procedure section 877.6.

14 6. Accordingly, the Court hereby finally and unconditionally approves the Settlement
15 Agreement, and specifically:

16 a. Approves the Gross Settlement Amount of \$700,000.00. This amount is the full
17 amount that Defendants are required to pay under this Settlement Agreement, with the exception of
18 any applicable employer's share of payroll taxes.

19 b. Approves the requested Class Representative service award of \$10,000 to named
20 Plaintiff Eufonio Marcos.

21 c. Approves Class Counsel's attorneys' fee request in the amount of \$233,310.00
22 because Class Counsel's request falls within the range of reasonableness and the result achieved
23 justifies the requested attorneys' fees. The Court further finds that Class Counsel's 2025 hourly
24 rates (\$950 for attorney Marco A. Palau, \$850 for attorney Joseph D. Sutton, and \$750 for attorney
25 Eric S. Trabucco) are reasonable and commensurate with the prevailing rates for wage and hour
26 class and representative actions.

27 d. Approves Class Counsel's request for reimbursement of actual litigation expenses
28 of \$16,768.73.

e. Approves payment to Phoenix Settlement Administrators., the Settlement Administrator, of up to \$6,750 as costs and expenses of settlement administration.

f. Approves a Private Attorneys General Act (“PAGA”) allocation of \$25,000 of the Total Settlement Fund, of which, pursuant to Labor Code § 2699(i), \$16,250 will be directed to California’s Labor Workforce and Development Agency (“LWDA”) and \$8,750 to members of the Aggrieved Employees on a *pro rata* basis.

g. Approves of the proposed *cy pres* recipient, United Farm Workers Foundation, as consistent with the requirements of California Code of Civil Procedure § 384(b). In the event the Court enters an Amended Judgment directing payment of any remaining balance of uncashed Settlement checks, should that balance be less than \$10,000, these funds shall be paid to the *cy pres* recipient no later than fourteen (14) days after the entry of the Amended Judgment.

h. Approves the payment from the Net Settlement Fund of amounts determined by the Settlement Administrator to be due to Class Members, per the calculation specified in the Settlement Agreement.

7. The Court orders the following Implementation Schedule for further proceedings:

No later than fifteen (15) days after the Effective Date (as defined in the Settlement Agreement).	Defendants fully fund the QSF with the Gross Settlement Amount (\$700,000.00), by wiring said amount to the Settlement Administrator, as well as the entirety of the required Employer Payroll Contributions on the Wage Portion of Class Member Settlement Shares. Defendants shall also provide any tax information that the Settlement Administrator may need to calculate each Participating Class Members’ Settlement Share.
Within seven (7) calendar days after receiving the Gross Settlement Amount from Defendants	The Settlement Administrator will pay the following: to Plaintiff, the Representative Enhancement Award; to Class Counsel, the Class Counsel Fees and Expenses Payment; to the

	Settlement Administrator, its reasonable fees and expenses; to the LWDA, the PAGA LWDA Award.
Ninety (90) days after mailing Settlement checks to Class Members.	If one or more Class Members fails to cash their Settlement check within 90 days after it was mailed to their last known address, and if the aggregate funds represented by the uncashed checks totals \$10,000 or more, the Settlement Administrator shall distribute the amount to Class Members who cashed their checks by the same pro rata calculation as the first distribution. If the aggregate funds represented by the uncashed checks totals less than \$10,000, the Settlement Administrator shall distribute to United Farm Workers Foundation.

8. Upon final approval of the Settlement, all Class Members who do not timely opt-out of the Settlement (i.e., all Participating Class Members) shall release all claims alleged in any Complaint (including any amended Complaint filed prior to final approval) in the Action, or which could have been alleged based on the facts asserted in any such Complaint, whether operative or superseded, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, which occurred during the Class Period. Released Claims also includes all claims for civil penalties under PAGA based on the Labor Code violations alleged in any of the Complaints (including any amended Complaint filed prior to final approval) in any of the actions filed by any of the Plaintiff, or which could have been alleged based on the legal theories, legal authorities, or facts asserted in any such Complaint, whether operative or superseded, and alleged to have occurred during the PAGA Period;

9. The Class Representative shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, dismissed with prejudice, relinquished and discharged any and all claims, causes of action against the Defendants, including but not limited to those raised in the action, those released by Settlement Class Members, and those arising from or related to their employment with Defendants. Because the Class Representative is granting Defendants a general release, they expressly waive and relinquish the provisions, rights, and

benefits of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

10. Without affecting the finality of this Order & Judgment, the Court retains exclusive and continuing jurisdiction over the litigation for purposes of supervising, implementing, interpreting, and enforcing this Order & Judgment and the Settlement Agreement pursuant to California Rules of Court section 3.769(h).

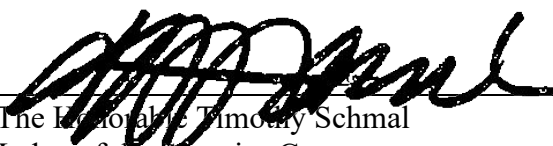
11. The Court's sets a Final Compliance Hearing for December 9, 2025 (at least 201 days following the Order & Judgment of Final Approval) at 8:30 a.m. in Department 10 to determine whether the Settlement Agreement payments have been distributed to the Class Members, to confirm whether any uncashed check funds should be distributed to the *cy pres* recipient (should the balance be less than \$10,000) or distributed to Class Members on a pro rata basis (should the balance be \$10,000 or greater). Plaintiff must reserve a hearing for that date and submit a compliance report with a proposed Amended Judgment (compliant with California Code of Civil Procedure § 384.5 and Government Code § 65820) to the Court at least five (5) days prior to the compliance hearing date.

12. The Parties are hereby ordered to implement and comply with the terms of the Settlement. Notice of entry of this Order & Judgment shall be given to Class Counsel on behalf of named Plaintiffs and all Participating Class Members. It shall not be necessary to send notice of entry of this Order or the ensuing final judgment to Class Members.

This Judgment and Final Order Approving Settlement of Class Action is hereby granted and the Court direct that this judgment is hereby entered.

Dated:

4/16/2025 11:26:00 AM


The Honorable Timothy Schmal
Judge of the Superior Court