

Electronically Filed
Superior Court of California
County of Santa Cruz
April 21, 2025
Clerk of the Court by Deputy,
Broughton, Karen



Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Jill J. Parker (State Bar No. 274230)
jill@parkerminne.com
S. Emi Minne (State Bar No. 253179)
emi@parkerminne.com
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833 / Fax: (310) 889-0822

Attorneys for Plaintiffs Julian Arreola Lopez,
Michael Parris, and Johnny Ruiz

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CRUZ**

JULIAN ARREOLA LOPEZ, MICHAEL
PARRIS, JOHNNY RUIZ, and MICHELLE
LOPEZ, individually, and on behalf of other
members of the general public similarly situated
and on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiffs,

vs.

BONNIE PLANTS, INC., an unknown business
entity, BONNIE PLANTS, LLC, a Delaware
corporation, and DOES 1 through 100, inclusive,

Defendants.

Case No.: 22CV02758

Honorable Syda Cogliati
Department 5

CLASS ACTION

**ORDER AFTER HEARING
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AND ENTERING
JUDGMENT**

Date: April 15, 2025
Time: 8:30 a.m.
Dept.: 5

Complaint Filed: December 15, 2022
FAC Filed: June 17, 2024
Trial Date: None Set

1 DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
2 **GAINES & GAINES, APLC**
4550 East Thousand Oaks Boulevard, Suite 100
3 Westlake Village, CA 91362
4 Tel.: (818) 703-8985 / Fax: (818) 703-8984
5 Attorneys for Plaintiff Michelle Lopez

1 **ORDER AND JUDGMENT**

2 Plaintiffs Julian Arreola Lopez, Michael Parris, Johnny Ruiz, and Michelle Lopez's
3 (collectively, "Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement
4 ("Motion") came on for hearing on April 15, 2025 in Department 5 of the above-entitled Court, located
5 at 701 Ocean Street, Santa Cruz, California 95060.

6 On April 14, 2025, the Court issued the following tentative ruling on Plaintiffs' Motion:

7 Based on the pleadings submitted, the settlement is entitled to a presumption of fairness
8 and no evidence having been presented to overcome the presumption, the motion for final
approval is granted.

9 A true and correct copy of the Court's April 14, 2025 tentative ruling is attached hereto as
10 Exhibit 1.

11 On November 20, 2024, the Court entered an Order After Hearing on Plaintiffs' Preliminary
12 Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby
13 preliminarily approving the settlement of the above-entitled Action in accordance with the Joint
14 Stipulation of Class Action and PAGA Settlement (hereinafter, "Agreement", "Settlement", or
15 "Settlement Agreement") which, together with the exhibits thereto, set forth the terms and conditions
16 for settlement of this Action.

17 Due and adequate notice having been given to all Class Members as required in the Preliminary
18 Approval Order, and the Court having considered the Agreement, Plaintiffs' Motion and all
19 documents submitted in support thereof, all papers filed and proceedings had herein, and otherwise
20 being fully informed and good cause appearing therefore, **IT IS HEREBY ORDERED,**
21 **ADJUDGED, AND DECREED AS FOLLOWS:**

22 1. Pursuant to California law, this Court hereby grants final approval of the Agreement.
23 The Agreement is hereby deemed incorporated into this Final Order and Judgment. All terms used
24 herein shall have the same meaning as defined in the Agreement.

25 2. This Court has jurisdiction over the subject matter of this Action and over all Parties
26 to this Action, including all Class Members.

27 3. The Court finds that the requirements of California Code of Civil Procedure section
28

382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the Settlement. The Court hereby makes its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order, final. The Class is hereby defined to include:

All current and former hourly-paid or non-exempt employees, and employees in sales and driver positions who worked for any of the Defendants within the State of California at any time during the period from December 15, 2018 through March 12, 2024.

4. The Court hereby confirms Edwin Aiwarzian, Arby Aiwarzian, Joanna Ghosh, and Vartan Madoyan of Lawyers *for* Justice, PC, Jill J. Parker and S. Emi Minne of Parker & Minne, LLP, and Daniel F. Gaines of Gaines & Gaines, APLC as Class Counsel in the Action.

5. The Court concludes that distribution of the Notice directed to the Class Members as set forth in the Agreement and the other matters set forth therein has been completed in conformity with the Preliminary Approval Order, and constituted the best notice practicable under the circumstances. The Court concludes that the Administrator, Phoenix Settlement Administrators, took all reasonable and necessary steps to locate and notify each Class Member of the Agreement, as required in the Preliminary Approval Order. The notice given to the Class fully and accurately informed the Class of all material elements of the Settlement and their opportunity to object or comment thereon; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with the laws of the State of California, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law. The notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information

6. The Court hereby finds the Agreement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. For the reasons set forth in the Preliminary Approval Order, and in the proceedings at the Final Approval hearing, which are adopted and incorporated herein by reference, the Court further finds that Plaintiffs have satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior*

1 *Court*, 4 Cal.3d 800, 821 (1971).

2 7. The Court finds that the Settlement is, in all respects, fair, adequate and reasonable,
3 and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement
4 was reached following meaningful informal discovery and investigation by Class Counsel; that the
5 Settlement is the product of intensive, serious, and non-collusive arms-length negotiations between
6 the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In
7 so finding, the Court has considered all of the evidence presented, including evidencing regarding the
8 strength of Plaintiffs' claims, Defendants' potential exposure; the risk, expense, complexity, and delay
9 associated with further litigation; the risk of maintaining Plaintiffs' claims through class certification,
10 trial, and appeals; the amount offered in the Settlement and the benefit provided to Class Members;
11 the extent of investigation and informal discovery completed; the experience and views of Class
12 Counsel; and the absence of objections to the Settlement, as well as other relevant factors.
13 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
14 Agreement and the terms and conditions set forth in this Judgment.

15 8. A full opportunity has been afforded to Class Members to participate in this hearing,
16 and all persons wishing to be heard have been heard. Accordingly, the Court determines that all Class
17 Members who did not timely and properly request exclusion from the Settlement ("Participating Class
18 Members") are bound by the Settlement and by this Judgment. The deadline for Class Members to
19 request to be excluded from the Agreement was February 10, 2025. The Court hereby finds that zero
20 (0) Class Members requested to be excluded from the Agreement. Accordingly, 953 Participating
21 Class Members are bound by this Judgment.

22 9. The deadline for Class Members to submit written objections to the Agreement was
23 February 10, 2025. The Court hereby finds that there have been zero (0) objections to the Agreement.
24 The Court also finds that there were zero (0) objections at the hearing on Final Approval.

25 10. Upon entry of this Judgment and the full funding of the Gross Settlement Amount,
26 Plaintiffs and all Participating Class Members waive, release, and discharge the Released Parties of
27 any and all claims that were alleged in or which could have been alleged in the First Amended
28 Complaint based on the factual allegations in the First Amended Complaint, arising during the Class
Period during employment in an hourly-paid or non-exempt, and/or sales or driver position in

California, including the following claims, under any legal theory of liability, for violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, and the IWC Wage Orders, which includes (1) alleged failure to pay overtime wages; (2) alleged failure to provide meal periods; (3) alleged failure to provide rest periods; (4) alleged failure to pay all minimum wages owed; (5) alleged failure to pay all wages owed at termination; (6) alleged failure to pay all wages in a timely manner during employment; (7) alleged failure to furnish accurate itemized wage statements; (8) alleged failure to maintain adequate payroll records; (9) alleged failure to reimburse all necessary business expenses; and (10) alleged violations of California Business & Professions Code sections 17200, et seq. related to any of the above-referenced claims.

11. Upon entry of this Judgment and the full funding of the Gross Settlement Amount, Plaintiffs, the State of California, and the Aggrieved Employees waive, release, and discharge Released Parties of any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq., arising during the PAGA Period during employment in an hourly-paid or non-exempt, and/or sales or driver position in California based on the factual allegations and legal theories in the PAGA Notices and First Amended Complaint, for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 1174, 1174.5, 1174(d), 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800 and 2802 and the applicable Industrial Welfare Commission Wage Orders.

12. Upon entry of this Judgment and the full funding of the Gross Settlement Amount, Julian Arreola Lopez, Michael Parris, and Johnny Ruiz, for themselves only, release the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with their respective relationships with Defendants as well as any and all acts or omissions by or on the part of Defendants, excluding only claims that, by law, may not be privately released. Julian Arreola Lopez, Michael Parris, and Johnny Ruiz have expressly waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
2 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
3 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
4 AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY
5 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
6 PARTY.

7 Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than
8 or different from the facts now believed to be true, the release of claims contained herein shall be
9 effective as to all unknown claims. This release specifically excludes claims for unemployment
10 insurance, state disability benefits, social security, and workers compensation (with the exception of
11 claims arising pursuant to California Labor Code Sections 132(a) and 4553).

12 13. The Court finds the settlement payments provided for under the Agreement to be fair
13 and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement, the Court
14 orders Defendants to fund the Gross Settlement Amount of \$2,300,000.00 within thirty (30) calendar
15 days after of the date of entry of this Judgment to provide payments for Individual Settlement
16 Payments, Individual PAGA Payments, Enhancement Awards, Attorneys' Fees and Litigation Costs,
17 Administration Costs, and the LWDA Payment. The Court further orders Defendants to separately
18 pay any and all employer payroll taxes owed on the wages portion of the Individual Settlement
19 Payments. Defendants shall fund and the Administrator shall distribute these amounts in accordance
20 with the terms of the Agreement.

21 14. Pursuant to the terms of the Agreement, and the authorities, evidence, and argument
22 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of
23 \$805,000.00, and awards reimbursement of costs and expenses incurred by Class Counsel in the
24 amount of \$13,344.73 from the Gross Settlement Amount. The award of attorneys' fees and costs is
25 the final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by
26 and/or owed to Class Counsel and any other person or entity related to the Action. Any allocation of
27 attorneys' fees and costs between and among Class Counsel shall be made by the Administrator
28 pursuant to the separate and independent agreement between Class Counsel.

15. The Court hereby approves and orders Enhancement Awards of \$10,000.00 each to
Plaintiffs Julian Arreola Lopez, Michael Parris, Johnny Ruiz, and Michelle Lopez from the Gross

1 Settlement Amount in accordance with the terms of the Agreement.

2 16. The Court finds that the settlement of the Released PAGA Claims for \$200,000.00,
3 which is designated and allocated as penalties under the California Labor Code Private Attorneys
4 General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court further
5 approves allocation and payment of the PAGA Penalties as follows: \$150,000.00 (75% of
6 \$200,000.00) to the California Labor Workforce Development Agency, and \$50,000.00 (25% of
7 \$200,000.00) to Aggrieved Employees on a *pro rata* basis as set forth in the Agreement. One hundred
8 percent (100%) of the amounts distributed to Aggrieved Employees as penalties under PAGA shall be
9 reported on an IRS Form-1099.

10 17. The Court also hereby approves and orders payment from the Gross Settlement Amount
11 for actual settlement administration expenses incurred by the Administrator, Phoenix Settlement
12 Administrators, in the amount of \$12,500.00.

13 18. The Court hereby approves and orders payment of Individual Settlement Payments
14 from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set forth
15 in the Agreement.

16 19. The Court also hereby approves and orders that any checks distributed from the Gross
17 Settlement Amount that remain uncashed after one hundred and eighty (180) calendar days after being
18 issued shall be void. All uncashed settlement checks shall be transferred to the Controller of the State
19 of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*
20 for the benefit of the Class Member or Aggrieved Employee who did not cash their check until such
21 time that they claim their property, or the property is otherwise disposed of pursuant to the Unclaimed
22 Property Law.

23 20. The Court also hereby orders that the Administrator distribute the Attorneys' Fees and
24 Litigation Costs to Class Counsel, Enhancement Awards to Plaintiffs, Administration Costs to the
25 Settlement Administrator, LWDA Payment to the LWDA, Individual Settlement Payments to
26 Participating Class Members, and the Individual PAGA Payments to Aggrieved Employees within
27 fourteen (14) calendar days after receipt of the Gross Settlement Amount.

28 21. Without affecting the finality of this Judgment, the Court shall retain continuing
jurisdiction over this Action and the Parties, including all Class Members, and over all matters

1 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California
2 Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to
3 the contrary herein, any disputes or controversies arising with or with respect to the interpretation,
4 enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

5 22. A final report on the disbursement of settlement payments shall be filed by
6 11/2/25. A post-approval final accounting hearing shall be held on
7 November 18, 2025 at 8:30 a.m. in Department 5.

8 23. Notice of this Order and Judgment shall be posted by the Administrator, Phoenix
9 Settlement Administrators, on its website for a period of at least sixty (60) days.

10 24. Plaintiffs shall file a formal Notice of Entry of Judgment and serve the same on the
11 California Labor and Workforce Development Agency (LWDA).

12 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

4/21/2025 12:01:43 PM



13 April 21, 2025

14 Dated: _____

By: _____

The Honorable Rebecca Connolly
Judge of The Superior Court

EXHIBIT 1

LAW AND MOTION TENTATIVE RULINGS

DATE: APRIL 15, 2025 TIME: 8:30 A.M.

TENTATIVE RULINGS ARE NOT POSTED IN UNLAWFUL DETAINER CASES

No. 22CV02758

RUIZ v. BONNIE PLANTS INC.

**(UNOPPOSED) MOTION FOR FINAL APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Based on the pleadings submitted, the settlement is entitled to a presumption of fairness and no evidence having been presented to overcome the presumption, the motion for final approval is granted.

Notice to prevailing parties: Local Rule 2.10.01 requires you to submit a proposed formal order incorporating, verbatim, the language of any tentative ruling – or attaching and incorporating the tentative by reference - or an order consistent with the announced ruling of the Court, in accordance with California Rule of Court 3.1312. **Such proposed order is required even if the prevailing party submitted a proposed order prior to the hearing** (unless the tentative is simply to “grant”). Failure to comply with Local Rule 2.10.01 may result in the imposition of sanctions following an order to show cause hearing, if a proposed order is not timely filed.