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11 EDITH FLORES

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES**

14 EDITH FLORES, as an aggrieved employee
15 and private attorney general;

16 Plaintiff,

17 vs.

18 COAST PRODUCE COMPANY, a
19 California corporation; PARTNERS
20 PERSONNEL – MANAGEMENT
21 SERVICES, LLC, a Delaware limited
22 liability company; and DOES 1 through 50,
23 inclusive,

24 Defendants.

Case No.: 24STCV01801

*Assigned for All Purposes to the Hon. Carolyn
B. Kuhl, Department 12*

NOTICE OF ENTRY OF ORDER

Complaint Filed: January 23, 2024

FAC Filed: May 21, 2024

Trial Date: None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on October 6, 2025, the Honorable Carolyn B. Kuhl, in Department 12 of the above-entitled Court executed the Final Order Approving Class Action and PAGA Settlement and Judgment (“Order”). Pursuant to the Court’s Order, a Non-Appearance Case Review is set for October 21, 2026 at 4:30 p.m. in Department 12 of the above-entitled Court located at 312 North Spring Street, Los Angeles, California 90012. Plaintiff is to file a final report on the disbursement of settlement payments no later than October 19, 2026, following the expiration of uncashed settlement payment. Pursuant to the Court’s Order, Plaintiff was ordered to give notice.

Attached hereto as **Exhibit 1** is a true and correct copy of the Order.

DATED: October 8, 2025

PROTECTION LAW GROUP, LLP

By: 

Heather Davis
Carlos Jimenez
Attorneys for Plaintiff
EDITH FLORES

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EXHIBIT 1

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Attorneys for Plaintiff
EDITH FLORES

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

EDITH FLORES, individually and on behalf
of others similarly situated, and as an
aggrieved employee and Private Attorney
General;

Plaintiffs

vs.

COAST PRODUCE COMPANY, a
California corporation; PARTNERS
PERSONNEL – MANAGEMENT
SERVICES, LLC, a Delaware limited
liability company and DOES 1 through 50,
inclusive;

Defendants.

Case No.: 24STCV01801

*Assigned for All Purposes to the Hon. Carolyn
B. Kuhl, Dept. 12*

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Date: October 7, 2025

Time: 10:30 a.m.

Dept.: 12

Complaint Filed: January 23, 2024
FAC Filed: May 21, 2024
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

10/07/2025

David W. Slayton, Executive Officer / Clerk of Court

By: L. M'Greené Deputy

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on October 7, 2025, for a hearing and Final Order Approving Class Action and PAGA Settlement
4 and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of Class Action and
6 PAGA Settlement Agreement (hereinafter “Settlement” or “Agreement”), and due and adequate
7 notice having been given to all Class Members as required in the Preliminary Approval Order,
8 and the Court having considered all papers filed and proceedings had herein and otherwise being
9 fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND**
10 **DECREED AS FOLLOWS:**

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

12 2. Consistent with the definitions provided in the Agreement, the term “Class” and
13 “Class Members” shall mean the following: “All current and former non-exempt employees of
14 Defendant Coast Produce that worked in the State of California at any time during the Class
15 Period and all current and former non-exempt employees of Defendant Partners Personnel who
16 were placed to work at Coast Produce in the State of California at any time between January 23,
17 2020 and January 10, 2025.”

18 3. This Court has jurisdiction over the subject matter of this Action (“Action” means
19 *Edith Flores v. Coast Produce Company, et al.*, filed in the Los Angeles County Superior Court,
20 Case No. 24STCV01801) and over all Parties to this Action, including all Class Members.

21 4. Distribution of the Notice directed to the Class Members as set forth in the
22 Agreement and the other matters set forth therein has been completed in conformity with the
23 Preliminary Approval Order, including individual notice to all Class Members who could be
24 identified through reasonable effort, and the best notice practicable under the circumstances. The
25 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
26 including the proposed Settlement set forth in the Agreement, to all persons entitled to such
27 Notice, and the Notice fully satisfied the requirements of due process. All Class Members and all
28 Released Claims are covered by and included within the Settlement and this Final Order.

1 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
2 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
3 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
4 standards and applicable requirements for final approval of this class action settlement under
5 California law, including the provisions of California Code of Civil Procedure section 382 and
6 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
7 *Superior Court*, 4 Cal.3d 800, 821 (1971).

8 6. The Court hereby approves the Settlement set forth in the Agreement and finds
9 that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
10 effectuate the Settlement according to its terms. The Court finds that the Settlement has been
11 reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court
12 further finds that the Parties have conducted extensive investigation and research, and counsel for
13 the Parties are able to reasonably evaluate their respective positions. The Court also finds that
14 Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
15 that would be presented by the further prosecution of the Action. The Court has reviewed the
16 benefits that are being granted as part of the Settlement and recognizes the significant value to
17 the Class Members. The Court also finds that the Class is properly certified as a class for
18 settlement purposes only.

19 7. Upon remittance of the Gross Settlement Amount and all applicable payroll taxes
20 by Defendants to the Settlement Administrator, all Participating Class Members shall fully release
21 and discharge Defendants, and its respective past, present and/or future, direct and/or indirect,
22 officers, directors, members, managers, employees, agents, representatives, attorneys, insurers,
23 partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
24 divisions, predecessors, successors, assigns, and joint venturers (“Released Parties”) from all
25 claims, debts, rights, demands, liabilities, obligations and causes of actions that are alleged, or
26 reasonably could have been alleged, based on the facts alleged in the operative Complaint, First
27 Amended Complaint in the Action, as well as the claims asserted in Plaintiff’s correspondence of
28 December 22, 2023 to the Labor and Workforce Development Agency seeking penalties against

1 Defendants for violations under the California Labor Code under the Private Attorneys General
2 Act of 2004 (hereinafter the “LWDA Letter”), including factual claims regarding Defendants’
3 alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due (including
4 off-the-clock and rounding claims); (ii) failure to provide meal periods or compensation in lieu
5 thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay
6 wages timely at time of termination or resignation; (v) failure to provide timely payment of wages
7 during employment; (vi) failure to provide accurate wage statements; and (vii) and unfair business
8 practices. This release shall apply to claims arising during the Class Period.

9 8. All PAGA Members shall release any and all claims for civil penalties under the
10 California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have
11 been premised on the facts alleged in both Plaintiff’s December 22, 2023 LWDA Letter and in
12 the Operative Complaint including but not limited to penalties that could have been awarded
13 pursuant to Labor Code sections 210, 226.3, 1197.1, 558 and 2699 (collectively referred to as the
14 “Released PAGA Claims”)

15 9. Named Plaintiff Edith Flores, for herself only, also fully releases the Released
16 Parties from any and all Released Claims and also generally release and discharge the Released
17 Parties from all claims related to her employment or alleged employment with the Defendant
18 including all claims alleged in the Action, and all claims known and unknown, without exception,
19 except as may be prohibited by law. Specifically, Plaintiff waives all rights and benefits afforded
20 by California Civil Code Section. Specifically, Plaintiff waives all rights and benefits afforded
21 by California Civil Code Section 1542, which provides:

22 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
23 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
24 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
25 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
26 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

27 This release specifically excludes claims for unemployment insurance, disability, social
28 security, and workers compensation (with the exception of claims arising pursuant to California

Labor Code Sections 132(a) and 4553).

10. No Class Member has objected to the terms of the Settlement.

11. No Class Member, has requested to be excluded from the terms of the Settlement. Accordingly, 554 out of 554 (100.00%) of the Participating Class Members are bound by this Judgment.

12. The Court finds the settlement payments provided for under the Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement, the Court orders Defendants to fund the Gross Settlement Amount within thirty (30) calendar days the Effective Date, Defendants will deposit 50% of the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. The remaining 50% of the Gross Settlement Amount shall be deposited within six (6) months of the Effective Date. Within seven (7) calendar days of the funding of the Gross Settlement Agreement, the Settlement Administrator is to provide payments for class members Individual Settlement Payments, the Class Representative Enhancement Payment, Class Counsel's attorney fees and costs, the Settlement Administrator's fees and expenses, and penalties to the California Labor and Workforce Development Agency pursuant to Labor Code Section 2698, *et seq.* The calculations and the payments shall be made administered in accordance with the terms of the Agreement, except as indicated below.

13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of ~~one-third~~ ^{\$333,333.33} ~~35%~~ the Gross Settlement Amount (~~\$350,000.00~~), and attorneys' costs in the amount of \$15,679.15 to Class Counsel from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action. The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement. The court finds that the fee award is appropriate in light of the benefit obtained for the class.

14. The Court hereby approves and orders Class Representative Enhancement Award of ~~\$10,000.00~~ ^{\$7500.00} to Plaintiff from the Gross Settlement Amount in accordance with the terms of the Agreement.

1 15. The Court approves and orders the payment in the amount of \$37,500.00 (75% of
2 \$50,000.00) from the Gross Settlement Amount to the California Labor Workforce Development
3 Agency for penalties arising under the Private Attorneys General Act of 2004 (“PAGA”). The
4 remaining \$12,500.00 (25% of \$50,000) shall be distributed to PAGA Members as set forth in the
5 Agreement.

6 16. The Court also hereby approves and orders payment from the Gross Settlement
7 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
8 Apex Class Action Settlement Administrators in the amount of \$9,990.00.

9 17. The Court hereby approves and orders payment of individual settlement payments
10 from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set
11 forth in the Agreement.

12 18. The Court also hereby approves and orders that any checks distributed from the
13 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
14 days after being issued will be transferred to the California State Controller’s Office pursuant to
15 California Civil Code § 1500 and held in trust for such Settlement Class Members. As such, no
16 “unpaid residue” under CCP §384 will result from the settlement.

17 19. Provided the Settlement becomes effective under the terms of the Agreement, the
18 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
19 payments, attorneys’ fees and costs, and Enhancement Payment is as set forth in the Agreement.

20 20. Neither the Settlement nor any of the terms set forth in the Agreement is an
21 admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding of
22 the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the other
23 Released Parties. In entering into the Agreement, Defendants do not admit, and specifically
24 denies, it has violated any federal, state, or local law; violated any regulations or guidelines
25 promulgated pursuant to any statute or any other applicable laws, regulations, or legal
26 requirements; breached any contract; violated or breached any duty; engaged in any
27 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
28 employees. Neither the Settlement or the Agreement, nor any of its terms or provisions, nor any

of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failure to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of the Agreement, the Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

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

22. A final report on the disbursement of settlement payments shall be filed by no later than Oct. 19, 2026, following the expiration of uncashed settlement payments.

A non-appearance case review is set for Oct. 21, 2026.

23. Plaintiff shall file and serve formal Notice of Entry of Judgment including Notice to the California Labor and Workforce Development Agency (LWDA).

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: 10/07/2025



A handwritten signature in black ink that reads "Carolyn B. Kuhl".

JUDGE OF THE SUPERIOR COURT
HON. CAROLYN B. KUHL
Carolyn B. Kuhl / Judge