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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF STANISLAUS**

11 JOSE A. MENDOZA, an individual, on behalf
12 of himself, the State of California, as a private
attorney general, and on behalf of all others
13 similarly situated,

14 Plaintiff,

15 v.
16

17 FRANTZ WHOLESALE NURSERY, LLC, a
California Limited Liability Company; and
18 DOES 1 TO 50,

19 Defendants.
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21
22

FILED

2024 JAN 19 PM 12:30

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
[Signature]
JAN 19 2024

Case Number: CV-22-001992

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

Hearing Date: January 8, 2024

Hearing Time: 8:30 a.m.

Dept.: 24

Judge: Hon. Sonny S. Sandhu

Complaint Filed: May 4, 2022

FAC Filed: July 11, 2022

Trial Date: None Set

1
2 On January 8, 2024, the Court held a hearing on Plaintiff's Motion for Final Approval of Class
3 Action Settlement.

4 In conformity with California Rules of Court, Rule 3.769, with due and adequate notice having
5 been given to Class Members, and the Court having considered the Settlement Agreement and Release
6 of Class Action ("Settlement Agreement") attached as Exhibit A to the Declaration of Jonathan Melmed
7 in support of Motion for Preliminary Approval filed on July 24, 2023, all of the legal authorities and
8 documents submitted in support thereof, all papers filed and proceedings has herein, all oral and written
9 comments received regarding the proposed settlement, and having reviewed the record in this litigation,
10 and good cause appearing, the Court **GRANTS final approval of the Settlement and ORDERS AND**
11 **MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS AND ENTERS FINAL**
12 **JUDGMENT AS FOLLOWS:**

13 1. All terms used in this Order Granting Final Approval of Class Action Settlement and Final
14 Judgment (the "Order") shall have the same meanings given as those terms are used and/or defined in the
15 Parties' Settlement Agreement. A copy of the Agreement is attached as **Exhibit A** to the Declaration of
16 Jonathan Melmed in support of Motion for Preliminary Approval and is made a part of this Order.

17 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
18 jurisdiction to approve this Settlement and all exhibits thereto.

19 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
20 Agreement and as follows:

21 *all individuals who are or were employed by Defendants as non-exempt employees*
22 *in California during the Class Period.*

23 4. The Court deems this definition sufficient for the purpose of California Rule of Court
24 3.765(a), and solely for the purpose of effectuating the Settlement.

25 5. The Court finds that an ascertainable class of 1,405 class members exists and a well-defined
26 community of interest exists on the questions of law and fact involved because in the context of the
27 Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the
28 Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and

1 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
2 protected the interest of the Class Members.

3 6. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement
4 Administrator, completed the distribution of Class Notice and Share Form to the Class in a manner that
5 comports with California Rule of Court 3.766. The Class Notice informed 1,405 Class Members of the
6 Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a
7 request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear at
8 the Final Approval Hearing, and be heard regarding approval of the Settlement. Adequate periods of
9 time to respond and to act were provided by each of these procedures. No Class Members filed written
10 objections to the Settlement as part of this notice process, and no Class Members filed a written statement
11 of intention to appear at the Final Approval Hearing, and no Class Members submitted requests for
12 exclusion.

13 7. The Court hereby approves the terms set forth in the Settlement Agreement and finds that
14 the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with
15 all applicable requirements of the California Code of Civil Procedure, the California and United States
16 Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable
17 law, and in the best interests of each of the Parties and Class Members.

18 8. The Court directs the Parties to effectuate the Settlement Agreement according to its terms
19 and declares the Settlement Agreement to be binding on all Class Members.

20 9. The Court finds that the Settlement Agreement has been reached as a result of informed
21 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted
22 extensive investigation and research, and their attorneys were able to reasonably evaluate their respective
23 positions.

24 10. The Court also finds that Settlement now will avoid additional and potentially substantial
25 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally,
26 after considering the monetary recovery provided as part of the Settlement in light of the challenges posed
27 by continued litigation, and Court concludes that Class Counsel secured significant relief for the Class
28 Members.

1 11. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding of
2 the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement
3 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
4 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
5 concession, or liability whatsoever by or against Defendant.

6 12. The Court appoints Plaintiff Jose A. Mendoza as Class Representative and finds him to be
7 adequate.

8 13. The Court appoints Jonathan Melmed, Esq. and Laura Supanich, Esq. of Melmed Law
9 Group P.C. as Class Counsel, and finds them to be adequate, experienced, and well-versed in class action
10 litigation.

11 14. The terms of the Agreement, including the Gross Settlement Amount of \$332,500.00 are
12 fair, adequate, and reasonable to the Class and to each Class Member, and the Court grants final approval
13 of the Settlement set forth in the Settlement Agreement, subject to this Order. The Court approves the
14 following allocations, which fall within the ranges stipulated by and through the Settlement Agreement:

15 a. The \$15,000.00 designated for payment to ILYM Group, Inc., the Settlement Administrator,
16 is fair and reasonable. The Court grants final approval of, and orders the Parties to make, the
17 payment to the Settlement Administrator in accordance with the Agreement.

18 b. The \$110,833.33 amount requested by Plaintiff and Class Counsel for the Class Counsel's
19 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The Court
20 grants final approval of, awards, and orders the Class Counsel fees payment to be made in
21 accordance with the Agreement.

22 c. The Court awards \$17,212.77 in litigation costs, an amount which the Court finds to be
23 reflective of the reasonable costs incurred. The Court grants final approval of, and orders, the
24 Class Counsel litigation expenses payment in this amount to be made in accordance with the
25 Agreement.

26 d. The \$7,500.00 requested by Plaintiff for the Incentive Award is fair and reasonable. The Court
27 grants final approval of, and orders, the Incentive Award to be paid in accordance with the
28 Agreement.

1 e. The Court approves of the \$25,00.00 allocation assigned for claims under the Private Attorney
2 General Act (PAGA), and orders 75% thereof (i.e., \$18,750.00) to be paid to the California
3 Labor and Workforce Development Agency (LWDA) in accordance with the terms of the
4 Settlement Agreement.

5 15. The Court orders the Parties to comply with and carry out all terms and provisions of the
6 Settlement, to the extent that the terms thereunder do not contradict with this Order, in which case the
7 provisions of this Order shall take precedence and supersede the Settlement.

8 16. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's rights
9 to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case
10 if the Settlement fails to become Final or effective, or in any other case without limitation.

11 17. All Class Members shall be bound by the Settlement and this Order, including the release
12 of claims as set forth in the Agreement.

13 18. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
14 provided in the Settlement Agreement.

15 19. All checks mailed to the Class Members must be cashed within one hundred eighty (180)
16 days after mailing.

17 20. If (i) any of the Class Members are current employees of Defendant, (ii) the settlement
18 check mailed to those employees is returned to the Settlement Administrator as undeliverable, and (iii)
19 the Settlement Administrator is unable to locate a valid mailing address, the Settlement Administrator
20 shall arrange with Defendant to have those distributions delivered to the employee at the place of
21 employment.

22 21. Within 7 days after the Court has held a Final and Fairness Approval Hearing and entered
23 a final order certifying the Class for settlement purposes only and approving the Class Settlement, the
24 Settlement Administrator will give notice of judgment to Settlement Class Members pursuant to
25 California Rules of Court, rule 3.771(b) by posting a copy of said order and final judgment on its website.

26 22. The Court retains continuing jurisdiction over the Action and the Settlement, including
27 jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the
28 Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-

Judgment matters as may be appropriate under court rules or applicable law.

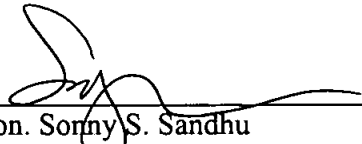
23. Plaintiff shall file with the Court a report regarding the status of distribution within one hundred and twenty (120) days after all funds have been distributed.

24. This Final Judgment is intended to be a final disposition of the above captioned action in its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes all claims released by the Settlement Agreement, against Defendant.

25. The Court hereby sets a hearing date of 9/13/2024 at 8¹⁵pm/am for a hearing on the final accounting and distribution of the settlement funds.

IT IS SO ORDERED, ADJUDGED, AND DECREED:

DATED: 11-12-24



Hon. Sonny S. Sandhu
Judge of the Superior Court, Stanislaus
County