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APR 24 2023

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Filed MAY 17 2023  
Stephanie Bohrer, CLERK  
By Asichty  
DEPUTY

8 Attorneys for Plaintiff Jose Garcia Flores

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF SAN JOAQUIN

12 JOSE GARCIA FLORES, individually, and on  
13 behalf of other members of the general public  
14 similarly situated, and as an aggrieved employee  
pursuant to the Private Attorneys General Act  
("PAGA"),

15 Plaintiff,

16 vs.

17 NORMAN'S NURSERY, INC., a California  
18 corporation; and DOES 1 through 10, inclusive,

19 Defendants.  
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Case No. STK-CV-UOE-2021-0002804  
Assigned to the Hon. George J. Abdallah

**~~PROPOSED~~ ORDER AND JUDGMENT  
GRANTING MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND MOTION FOR  
ATTORNEYS' FEES, COSTS AND  
EXPENSES, AND A CLASS  
REPRESENTATIVE SERVICE PAYMENT**

Date: May 17, 2023  
Time: 9:00 a.m.  
Place: Department 10A

Complaint Filed: April 1, 2021



1 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and  
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,  
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence  
5 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the  
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and  
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with  
8 sufficient information about the nature and magnitude of the claims being settled, as well as the  
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to  
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement  
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the  
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,  
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will  
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were  
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the  
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement  
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendant or by any other Released  
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or  
21 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to  
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used  
23 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability  
24 whatsoever by or against Defendant or any of the other Released Parties.

25 10. With the exception of the one individual who opted out of the Settlement Class, final  
26 approval shall be with respect to: All persons employed by Norman's Nursery in California as hourly  
27 paid, non-exempt employees at any time during the period from January 22, 2017 through October 12,  
28 2022 ("Participating Class Members").

1           11. Plaintiff Jose Garcia Flores is an adequate and suitable representative and is hereby  
2 appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment  
3 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the  
4 Settlement Class, and that his interests are aligned with those of the Settlement Class.

5           12. The Court hereby awards Plaintiff a Class Representative Service Payment of \$10,000  
6 for his service on behalf of the Settlement Class, and for agreeing to a general release of all claims arising  
7 out of his employment with Defendant.

8           13. The Court finds that the attorneys at Capstone Law APC have the requisite  
9 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The  
10 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position  
11 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

12           14. The settlement of civil penalties under PAGA in the amount of \$103,280 is hereby  
13 approved. Seventy-Five Percent (75%), or \$77,460, shall be paid to the California Labor and Workforce  
14 Development Agency. The remaining Twenty-Five Percent (25%), or \$25,820, will be paid to PAGA  
15 Members.

16           15. The Court hereby awards \$433,333 in attorneys' fees and \$23,027.23 in costs and  
17 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is  
18 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created  
19 by the settlement. Counsel have also established the reasonableness of the requested award of attorneys'  
20 fees via their lodestar crosscheck, and the Court finds that the rates, hours billed, and risk multiplier are  
21 fair and reasonable.

22           16. The Court approves settlement administration costs and expenses in the amount of  
23 \$15,000 to CPT Group, Inc.

24           17. All Class Members were given a full and fair opportunity to participate in the Approval  
25 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the  
26 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed  
27 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order  
28 shall be forever binding on all Participating Class Members. These Participating Class Members have

1 released and forever discharged the Released Parties for any and all Released Class Claims:

2 All claims that were alleged, or reasonably could have been alleged, based on the  
3 Class Period facts stated in the Operative Complaint, including, any and all claims  
4 involving any alleged failure to pay overtime wages, wages and minimum wages,  
5 wages due upon termination, costs of medical or physical examinations,  
6 reimbursement for necessary business expenses, failure to provide legally  
7 compliant meal breaks and rest periods, wage statement and paystub violations,  
8 waiting time penalties, including but not limited to violations of Labor Code  
9 sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 512(a), 516, 558(a), 1174(d),  
10 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5(a)(1)(A)-(C), and the  
11 corresponding provisions of the applicable IWC Wage Order(s). Except as set  
12 forth in Section 6.3 of this Agreement, Participating Class Members do not release  
13 any other claims, including claims for vested benefits, wrongful termination,  
14 violation of the Fair Employment and Housing Act, unemployment insurance,  
15 disability, social security, workers' compensation, or claims based on facts  
16 occurring outside the Class Period.

17  
18 18. Additionally, all PAGA Members and the LWDA have released and forever discharged  
19 the Released Parties for any and all Released PAGA Claims:

20 All claims for PAGA penalties that were alleged, or reasonably could have been  
21 alleged, based on the PAGA Period facts stated in the Operative Complaint and  
22 the PAGA Notice, including, any and all claims involving any alleged failure to  
23 pay overtime wages, wages and minimum wages, wages due upon termination,  
24 costs of medical or physical examinations, reimbursement for necessary business  
25 expenses, failure to provide legally compliant meal breaks and rest periods, wage  
26 statement and paystub violations, waiting time penalties, including but not limited  
27 to violations of Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7,  
28 512(a), 516, 558(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802,  
2810.5(a)(1)(A)-(C), 2699, and the corresponding provisions of the applicable  
IWC Wage Order(s).

19 19. Judgment in this matter is entered in accordance with the above findings. Without  
20 affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the  
21 above-captioned action and the parties, including all Participating Settlement Members, for purposes of  
22 enforcing the terms of the Judgment entered herein.

23 20. Plaintiff shall file a declaration from the Settlement Administrator regarding the  
24 completion of settlement administration activities no later than May 17, 2024. Plaintiff shall give notice  
25 of this Order and Judgment to Class Members, pursuant to rule 3.771 of the California Rules of Court,  
26 by posting an electronic copy of this Order and Judgment on the Settlement Administrator's website.

27 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

28 Dated: May 17, 2023

George Abdallah  
Hon. George J. Abdallah  
San Joaquin County Superior Court Judge

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