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San Luis Obispo Superior Court
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LUIS OBISPO

CRESCENCIO CRUZ, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

HOLLAND AMERICA FLOWERS, LLC, a California limited liability company; and DOES 1 through 100,

Defendants.

Case No. 21CV-0620

[Assigned for all purposes to Hon. Rita Federman; Dept. 2]

~~PROPOSED~~ ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

Date: September 28, 2023
Time: 9:00 a.m.
Dept: 2

Complaint Filed: November 5, 2021
Trial Date: None set.

1 **~~PROPOSED~~ ORDER & JUDGMENT**

2 The Motion of Plaintiff Crescencio Cruz (“Plaintiff”) for Final Approval of Class Action
3 Settlement, Class Representative Enhancement Payment, and Attorneys’ Fees and Costs (“Final
4 Approval Motion”) came on regularly for hearing before this Court on September 28, 2023, at
5 9:00 a.m., pursuant to California Rule of Court 3.769 and this Court’s earlier Order Granting
6 Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”). Having
7 considered the parties’ Stipulation of Settlement (“Settlement Agreement” or “Settlement”), and
8 the documents and evidence presented in support thereof, and recognizing the sharply disputed
9 factual and legal issues involved in this case, the risks of further prosecution, and the substantial
10 benefits to be received by the Settlement Class pursuant to the Settlement, the Court hereby makes
11 a final ruling that the Settlement is fair, reasonable, and adequate, and is the product of good faith,
12 arm’s-length negotiations between the parties. Good cause appearing therefor, the Court hereby
13 GRANTS Plaintiff’s Final Approval Motion and hereby ORDERS the following:

14 1. Final judgment is hereby entered in conformity with the Settlement Agreement
15 and this Final Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus
17 certifies, for purposes of the Settlement, the following Settlement Class:

18 All current and former non-exempt employees who worked for Defendant
19 Holland America Flowers, LLC in California from May 11, 2017, through
20 April 27, 2023 (the “Class Period”).

21 3. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines and Sean M.
22 Blakely of Haines Law Group, APC are hereby confirmed as Class Counsel.

23 4. Notice was provided to Settlement Class members as set forth in the Settlement,
24 which was approved by the Court on April 27, 2023, and the notice process has been completed
25 in conformity with the Settlement and the Court’s Preliminary Approval Order. The Court finds
26 that said notice was the best notice practicable under the circumstances. The Class Notice
27 provided due and adequate notice of the proceedings and matters set forth therein, informed
28 Settlement Class members of their rights, and fully satisfied the requirements of California Code
of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

1 5. The Court finds that no Settlement Class member objected to the Settlement, that
2 no Settlement Class member opted out of the Settlement, and that the 100% participation rate in
3 the Settlement supports final approval.

4 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
5 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
6 terms.

7 7. For purposes of settlement only, the Court finds that: (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
9 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
10 community of interest among members of the Settlement Class with respect to the subject matter
11 of the litigation; (c) the claims of the Class Representative are typical of the claims of the
12 Settlement Class members; (d) the Class Representative has fairly and adequately protected the
13 interests of the Settlement Class members; (e) a class action is superior to other available methods
14 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
15 counsel for the Class Representative and the Settlement Class.

16 8. The Court finds that given the absence of objections to the Settlement, this Order
17 shall be considered final as of the date of entry.

18 9. The Court finds that the Individual Settlement Payments, as provided for in the
19 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
20 distribute the Individual Settlement Payments in conformity with the terms of the Settlement.

21 10. The Court orders Defendant Holland America Flowers, LLC (“Defendant”) to
22 deposit the Maximum Settlement Amount of \$775,000.00 with the Settlement Administrator,
23 Phoenix Settlement Administrators, within thirty (30) calendar days of the Effective Date.

24 11. The Court finds that an Enhancement Payment in the amount of \$7,500.00 to
25 Plaintiff is appropriate for Plaintiff’s risks undertaken and his service to the Settlement Class. The
26 Court finds that this payment is fair, reasonable, and adequate, and orders that the Settlement
27 Administrator make this payment in conformity with the terms of the Settlement.

28 12. The Court finds that attorneys’ fees in the amount of \$258,333.33 and litigation

1 costs of \$16,550.79 for Class Counsel are fair, reasonable, and adequate in light of the common
2 fund created by the Settlement, and orders that the Settlement Administrator distribute these
3 payments to Class Counsel in conformity with the terms of the Settlement.

4 13. The Court orders that the Settlement Administrator shall be paid \$13,750.00 from
5 the Maximum Settlement Amount in conformity with the terms of the Settlement, for all of its
6 work done and to be done until the completion of this matter and finds that sum appropriate.

7 14. The Court finds that the payment to the California Labor & Workforce
8 Development Agency (“LWDA”) in the amount of \$30,000.00 for its share of the settlement of
9 Plaintiff’s representative claim under the PAGA is fair, reasonable, and adequate, and orders the
10 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
11 of the Settlement.

12 15. This Court orders that any settlement checks shall be negotiable for 180 calendar
13 days from the date of issuance of the check, and that any settlement checks that remain uncashed
14 after 180 days after they are mailed shall be distributed to the Controller of the State of California
15 to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the
16 name of the Settlement Class member to whom the check was issued.

17 16. As of the Effective Date and upon Defendant’s complete funding of the Maximum
18 Settlement Amount, Plaintiff and every member of the Settlement Class will fully release and
19 discharge Defendant, and all of its present and former owners, officers, directors, employees,
20 shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies,
21 subsidiaries, divisions, affiliates, predecessors, successors, as well as any individual or entity that
22 could be jointly liable with Defendant (collectively the “Released Parties”) as follows: Settlement
23 Class members will release all claims, causes of action, and legal theories alleged or which could
24 have been alleged based on the facts in the operative First Amended Class and Representative
25 Action Complaint “FAC”), including: (a) failure to pay all minimum wages; (b) failure to pay all
26 overtime wages; (c) failure to provide all meal periods in accordance with California law; (d)
27 failure to authorize and permit all rest periods in accordance with California law; (e) failure to
28 furnish accurate and itemized wage statements; (f) failure to pay all wages owed upon separation


1 of employment; (g) all claims for unfair business practices that could have been premised on the
2 facts, claims, causes of action or legal theories of relief pled in the FAC; and (h) all damages,
3 penalties, interest, costs (including attorney’s fees), and other amounts recoverable under said
4 claims or causes of action as to the facts and/or legal theories alleged or which could have been
5 alleged in the FAC (collectively, the “Class Released Claims”). The period of the Class Released
6 Claims shall extend to the limits of the Class Period. In addition, all Settlement Class members
7 who worked for Defendant in the State of California at any time from November 5, 2020 through
8 April 27, 2023 (the “PAGA Period”), regardless if they opt out, will release and discharge the
9 Released Parties from liability for all claims under the PAGA based on the factual allegations
10 alleged in the FAC, that arose during the PAGA Period (“Released PAGA Claims”).

11 17. This document shall constitute a final judgment pursuant to California Rule of
12 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
13 approval hearing, the court must make and enter judgment. The judgment must include a provision
14 for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment.
15 The court may not enter an order dismissing the action at the same time as, or after, entry of
16 judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,
17 and this Judgment.

18 18. Plaintiff shall file a Final Disbursement Declaration on or before August 30, 2024.
19 A Non-Appearance Case Review Re: Filing of Final Disbursement Declaration is set for
20 **September 12,** 2024 at **9:00 a.m.**

21 **IT IS SO ORDERED.**

22 Dated: 9/28/2023, ~~2023~~
23


~~Honorable Rita Federman~~
Judge of the Superior Court