

ORIGINAL

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VENTURA SUPERIOR COURT  
FEB 17 2021

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VENTURA  
SUPERIOR COURT  
**FILED**

MAR 11 2021

MICHAEL D. PLANET  
Executive Officer and Clerk  
BY: , Deputy

MIRIAM HERNANDEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF VENTURA

SONIA ESPARZA, individually, and  
on behalf of other members of the  
general public similarly situated,

Plaintiffs,

v.

FLORAL SUPPLY SYNDICATE,  
LLC, a California limited liability  
company; and DOES 1 through 100,  
inclusive,

Defendants.

Case No.: 56-2019-00534733-CU-OE-VTA  
(Consolidated with 56-2019-00537685-CU-OE-VTA)

Honorable Matthew P. Guasco  
Department 20

CLASS ACTION

~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT

Date: March 11, 2021  
Time: 8:30 a.m.  
Department: 20

Complaint Filed: October 11, 2019  
Trial Date: None Set

~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

1 This matter has come before the Honorable Matthew P. Guasco in Department 20 of the  
2 Superior Court of the State of California, for the County of Ventura, on February 3, 2021 at 8:30  
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for  
4 Justice, PC appears as counsel for Plaintiff Sonia Esparza ("Plaintiff"), individually and on behalf  
5 of all others similarly situated and other aggrieved employees and LightGabler appears as counsel  
6 for Defendant Floral Supply Syndicate, LLC ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters  
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for  
9 Preliminary Approval of Class Action Settlement. *and PAGA Settlement.*

*mp6*

**IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class and PAGA  
12 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 1" to  
13 the Declaration of Edwin Aiwazian in Support of Plaintiff's Motion for Preliminary Approval of  
14 Class Action Settlement. This is based on the Court's determination that the Settlement falls within  
15 the range of possible approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,  
17 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the  
18 Settlement Agreement.

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate  
20 and reasonable. It appears to the Court that extensive investigation and research have been  
21 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective  
22 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial  
23 additional costs by all parties, as well as avoid the delay and risks that would be presented by the  
24 further prosecution of the cases. It further appears that the Settlement has been reached as the result  
25 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

26 ///  
27 ///

28

1           4.       The Court preliminarily finds that the Settlement, including the allocations for the  
2 Attorneys' Fees and Expenses, Service Payment, the LWDA's 75% share of the PAGA Payment,  
3 Settlement Administration Costs, and payments to the Settlement Class Members and PAGA Group  
4 Members provided thereby, appear to be within the range of reasonableness of a settlement that  
5 could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary  
6 recovery that is being granted as part of the Settlement and preliminarily finds that the monetary  
7 settlement awards made available to the Class Members are fair, adequate, and reasonable when  
8 balanced against the probable outcome of further litigation relating to certification, liability, and  
9 damages issues.

10           5.       The Court concludes that, for settlement purposes only, the proposed Class meets  
11 the requirements for certification under section 382 of the California Code of Civil Procedure in  
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
14 community of interest amongst the members of the Class with respect to the subject matter of the  
15 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff  
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is  
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class  
18 Counsel is qualified to act as counsel for Plaintiff in her individual capacity and as the representative  
19 of the Class.

20           6.       The Court conditionally certifies, for settlement purposes only, the Class, defined as  
21 follows:

22           All current and former non-exempt hourly employees who worked for Defendant in  
23 California during the period from October 11, 2015 to the date of this Order.

24           7.       The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class  
25 ("Class Counsel").

26           8.       The Court provisionally appoints Plaintiff Sonia Esparza as the representative of the  
27 Class ("Class Representative").

28           9.       The Court provisionally appoints Phoenix Class Action Administration Solutions.

1 (“Phoenix”) to handle the administration of the Settlement (“Settlement Administrator”).

2 10. Within twenty (20) calendar days of the date of this Order, Defendant shall provide  
3 the Settlement Administrator with the following information about each Class Member: full name,  
4 last known address, Social Security number, and dates of employment as an hourly non-exempt  
5 employee of Defendant in California during the Class Period (collectively referred to as the “Class  
6 List”) in conformity with the Settlement Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action  
8 Settlement (“Class Notice”) attached hereto as “EXHIBIT A.” The Class Notice shall be provided  
9 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the  
10 Class Notice appears to fully and accurately inform the Class Members of all material elements of  
11 the Settlement, of Class Members’ right to be excluded from the Settlement, of Class Members’  
12 right to dispute the Workweeks credited to each of them, and of each Settlement Class Member’s  
13 right and opportunity to object to the Settlement. The Court further finds that distribution of the  
14 Class Notice substantially in the manner and form set forth in the Settlement Agreement and this  
15 Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the  
16 requirements of due process and shall constitute due and sufficient notice to all persons entitled  
17 thereto. The Court further orders the Settlement Administrator to mail the Class Notice by First-  
18 Class U.S. mail to all Class Members within ten (10) calendar days of receipt of the Class List,  
19 pursuant to the terms set forth in the Settlement Agreement.

20 12. The Court hereby preliminarily approves the proposed procedure, set forth in the  
21 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose  
22 to be excluded from the Settlement by submitting a timely written opt out request in conformity with  
23 the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later  
24 than the date which is thirty (30) calendar days from the initial mailing of the Class Notice to Class  
25 Members (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline  
26 will be extended by ten (10) Calendar days. Any such person who timely and validly chooses to opt  
27 out of, and be excluded from, the Settlement will not be entitled to any recovery under the Settlement  
28 and will not be bound by the Settlement or have any right to object, appeal, or comment thereon.

1 Nevertheless, all PAGA Group Members (including those who opt out of the Class Settlement) shall  
2 be bound by the PAGA Settlement and shall be issued Individual PAGA Payments. Class Members  
3 who have not submitted a timely and valid request to be excluded from the Settlement (i.e.,  
4 Participating Class Members) shall be bound by the Settlement Agreement and any final judgment  
5 based thereon.

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6 13. A Final Approval Hearing shall be held before this Court on  
7 July 9, 2021 at 8:20 (a.m.) in  
8 Department 20 of the Ventura County Superior Court, located at 800 South Victoria Avenue,  
9 Ventura, California 93003, to determine all necessary matters concerning the Settlement, including:  
10 whether the proposed settlement of the action on the terms and conditions provided for in the  
11 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a  
12 judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation  
13 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class  
14 Members; and determine whether to finally approve the requests for the Attorneys' Fees and  
15 Expenses, Service Payment, and Settlement Administration Costs.

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16 14. Class Counsel shall file a motion for final approval of the Settlement and for  
17 Attorneys' Fees and Expenses, Service Payment, and Settlement Administration Costs, along with  
18 the appropriate declarations and supporting evidence, including the Settlement Administrator's  
19 declaration, by June 10, 2021, to be heard  
20 at the Final Approval Hearing.

21 15. To object to the Settlement, a Class Member must mail or fax their objection to the  
22 Settlement Administrator with a written notice of objection on or before the Response Deadline.  
23 The objection must be signed and must contain the information that is required, as set forth in the  
24 Class Notice, including and not limited to the grounds for the objection.

25 16. The Settlement is not a concession or admission, and shall not be used against  
26 Defendant as an admission or indication with respect to any claim of any fault or omission by  
27 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any  
28 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts

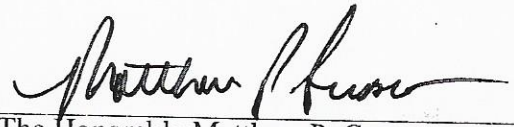
1 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or  
2 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,  
3 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,  
4 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the  
5 implementation, interpretation, or enforcement of the Settlement.

6 17. In the event the Settlement does not become effective in accordance with the terms  
7 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled  
8 or fails to become effective for any reason, this Order shall be rendered null and void, shall be  
9 vacated, and the Parties shall revert back to their respective positions as of before entering into the  
10 Settlement Agreement.

11 18. The Court reserves the right to adjourn or continue the date of the Final Approval  
12 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class  
13 Members, and retains jurisdiction to consider all further applications arising out of or connected with  
14 the Settlement.

15 **IT IS SO ORDERED.**

16  
17 Dated: 3-11-21

18 By:   
19 The Honorable Matthew P. Guasco  
20 Judge of the Superior Court  
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**EXHIBIT A**

Superior Court of the State of California for the County of Ventura

**If you are or were an employee of Floral Supply Syndicate, LLC, you could get a payment from a class action settlement.**

*A court authorized this notice. This is not a solicitation from a lawyer.*

- A former employee (“Plaintiff”) sued Floral Supply Syndicate, LLC (“Floral Supply” or “Defendant”) claiming Floral Supply failed to pay for all overtime, failed to provide meal and rest periods, failed to pay minimum wages, failed to timely pay wages during employment, failed to pay final wages upon separation of employment, failed to maintain payroll records, failed to reimburse business expenses, and failed to issue accurate wage statements.
- The court allowed the lawsuit to proceed as a class action on behalf of all individuals who are or were non-exempt hourly employees of Floral Supply in California during the period from October 11, 2015 through [Preliminary Approval].
- The Court did not decide whether Floral Supply did anything wrong.
- The lawsuit was settled for \$475,000 (“Gross Settlement Amount”). The settlement pays money to employees like you and releases Floral Supply from liability for the claims alleged by Plaintiff in the Complaint (the “Settlement”).
- Court-appointed lawyers for the putative class will ask the Court for up to thirty-five percent (35%) of the Gross Settlement Amount (which equals \$166,250) as fees for investigating the facts, litigating the case, and negotiating the Settlement and no more than \$20,000 as reimbursement for expenses of the lawsuit.
- Your legal rights are affected whether you act, or do not act. Read this notice carefully.

<b>Your Legal Rights and Options in this Settlement</b>	
<b>Do Nothing</b>	<b>Stay in this lawsuit. Receive a share in the settlement amount.</b>
<b>Ask to be Excluded</b>	<b>Get out of this lawsuit. Get NO BENEFITS from it. Keep rights.</b> If you ask to be excluded, you will not share in the settlement amount. But you keep any rights to sue Floral Supply about the same legal claims in this lawsuit.
<b>Object</b>	<b>Stay in this lawsuit. Write to the Court about why you do not like the settlement. Receive a share in the settlement amount.</b> If you submit an objection to the settlement, you may also request to speak to the Court at a hearing about the fairness of the Settlement.

- Your options – **and the deadlines to exercise them** -- are explained in this notice.
- The Court still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and after appeals are resolved. Please be patient.



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## **Basic Information**

### **1. Why did I get this notice package?**

Floral Supply's records show that you currently work, or previously worked, for Floral Supply as a non-exempt hourly employee in California at some point during the period from October 11, 2015 through [Preliminary Approval].

You have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after any objections and appeals are resolved, an administrator appointed by the Court will make the payments that the settlement provides. You will be informed of the progress of the settlement.

This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the California Superior Court for the County of Ventura, and the case is known as *Sonia Esparza v. Floral Supply Syndicate, LLC*, Case No. 56-2019-00534733-CU-OE-VTA (the "Lawsuit"). The person who sued is the Plaintiff, and the company she sued, Floral Supply, is the Defendant.

### **2. What is this lawsuit about?**

This Lawsuit covers Floral Supply's non-exempt, hourly employees in California from October 11, 2015 through [Preliminary Approval]. Plaintiff filed a complaint in the Lawsuit (the "Complaint") and sent a letter (the "Letter") to the California Labor Workforce Development Agency (the "LWDA") claiming Floral Supply failed to pay overtime, failed to provide meal period premiums or failed to provide meal periods, failed to pay rest period premiums or failed to authorize and permit rest periods, failed to pay minimum wages, failed to pay wages and/or waiting time penalties, failed to pay all wages owed in a timely manner, failed to issue adequate wage statements, failed to maintain payroll records, failed to reimburse business expenses, and, based on the foregoing, committed unfair business practices under California Business and Professions Code §§ 17200, *et seq.* and violated the California Private Attorneys General Act ("PAGA").

Floral Supply denies that it did anything wrong.

### **3. Why is this a class action?**

In a class action, one or more people called a Class Representative (in this case Plaintiff Sonia Esparza), sue on behalf of people who have similar claims. All these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. California State Court Judge Matthew P. Guasco is in charge of this class action.

### **4. Why is there a settlement?**

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get compensation. The Class Representative and the attorneys for the Class think the settlement is best for all Class Members.

## 5. How do I know if I am part of the settlement?

Judge Matthew P. Guasco decided that everyone who fits this description is a Class Member:

*All current and former non-exempt hourly employees who worked for Floral Supply Syndicate, LLC in California from October 11, 2015 to [Preliminary Approval].*

## The Settlement Benefits – What You Get

### 6. What does the settlement provide?

Floral Supply has agreed to create a \$475,000 fund that, after deducting for all costs, fees, and awards described in Questions 17 and 18 below, will be divided on a *pro rata* basis among all Class Members who do not “exclude” themselves from the settlement.

A description of how to “exclude” yourself is provided below, in Questions 11 and 12.

### 7. How much will my payment be?

Your share of the fund will depend on the number of Class Members that participate (*i.e.*, the number of Class Members who do not “exclude” themselves), and how many weeks you worked for Floral Supply. Here’s how it works:

A “workweek” is considered to be any week that you worked for Floral Supply from October 11, 2015 through [Preliminary Approval] that you worked at Floral Supply’s facility. Floral Supply and another company called [Settlement Administrator] (which is going to be the administrator of this settlement, if the court approves the settlement) are gathering all of the data necessary to calculate how many “workweeks” there are in *total* among *all* of the Class Members.

After fees and costs are paid out of the Gross Settlement Amount (the fees and costs are discussed in Questions 17 and 18 below), the leftover amount of money that will be distributed to the Class is called the Net Settlement Amount. [Settlement Administrator] will then divide the Net Settlement Amount by the total amount of workweeks to figure out how much money each class member will receive for *each* workweek that they worked for Floral Supply. This amount of money is called the “Workweek Value.”

Each Class Member will receive an amount of money which is equal to the number of Workweeks he or she worked for Floral Supply multiplied by the Workweek Value.

For example, if the Workweek Value is \$75 and a Class Member worked for 100 Workweeks, that Class Member will receive \$7,500.

Thirty-three point four percent (33.4%) of your individual settlement amount will be considered “wages,” which means that you will be issued a Form W-2 and payroll taxes will be taken out of that payment. Thirty-three point three percent (33.3%) of your individual settlement amount will be considered “penalties” which means that you will be issued a Form 1099 (and payroll taxes will not be taken out), and thirty-three point three percent (33.3%) of your individual settlement amount will be considered “interest” which also means that you will be issued a Form 1099 (and payroll taxes will not be taken out).

You should remember that you are responsible for your own tax obligations that are associated with

any money that you get from this settlement.

Class Members who worked for Defendant between October 18, 2018 and [Preliminary Approval] will also receive a share of the Settlement Amount allocated to Plaintiff's penalty claim under PAGA. Of this amount, \$37,500 will be paid to the LWDA in satisfaction of the claims for penalties under PAGA as required by California law, while the remaining \$12,500 will be divided on a *pro rata* basis among Class Members who worked for Defendant between October 18, 2018 and [Preliminary Approval]. One hundred percent (100%) of any PAGA amount will be considered "penalties" which means that you will be issued a Form 1099.

The number of workweeks you worked as a non-exempt hourly employee for Floral Supply from October 11, 2015 through [Preliminary Approval] will be calculated based on Floral Supply's records. If you feel that you were not credited with the correct number of workweeks worked, you may submit evidence to the Settlement Administrator on or before [insert date of Response Deadline] with documentation to establish the number of pay periods you claim to have actually worked during the Class Period. The Plaintiff and the Defendant and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks should be credited to you. The Settlement Administrator will make the final decision as to how many weeks are credited, and report the outcome to you. If you are unsatisfied with the decision, you may submit an Objection, as discussed below.

## **8. What if my address changes?**

If you move after receiving this notice or if it was misaddressed, please complete the Change of Address portion of the Share Form (which you should have received in this notice packet) and mail it to the Settlement Administrator at:

[Insert Administrators address]

It is important that you send in your Change of Address form so that future notices and/or the settlement payment can reach you.

## **You Do Not Need to Do Anything in Order to Get Your Payment**

### **9. How can I get a payment?**

You do not need to do anything to get your payment. If you are a Class Member (as defined above in Question #5), and received this notice, you are automatically included in the settlement and do not need to take any further action to receive a payment.

### **10. When would I get my payment?**

The Court will hold a hearing on [insert final approval hearing date] to decide whether to approve the Settlement. If Judge Matthew P. Guasco approves the settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who is a Class Member and who did not "exclude" themselves will be informed of the progress of the Settlement. Please be patient.

## 11. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you will remain a Class Member, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Floral Supply about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you do not exclude yourself, then you will agree to a "Release of Claims." These claims are exactly the legal claims that you give up if you get the settlement benefit, and they are:

The Settlement includes a release by Class Members (other than those who submitted a timely request to be excluded) of Defendant and all its related officers, directors, shareholders, assigns, attorneys, insurers, agents, independent contractors, employees, predecessors, successor, parents, subsidiaries, affiliates, related entities or other representatives of any kind of all claims that were asserted or could have been asserted based on the facts in the Complaint and the Letter, including all of the following claims for relief: (a) failure to pay all regular wages, minimum wages and overtime wages due; (b) failure to provide proper meal and rest periods, and to properly provide premium pay in lieu thereof; (c) failure to provide complete, accurate or properly formatted wage statements; (d) waiting time penalties; (e) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Complaint; (f) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Complaint; (g) any other claims or penalties under the California Labor Code or other wage and hour laws pleaded in the Action; and (h) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief.

## 12. Can I get a settlement payment if I still work for ?

Yes. If you are still working for Floral Supply this Settlement will not affect your employment.

**California law strictly prohibits retaliation.** Floral Supply will not take any adverse action against you, and will not target, retaliate, harass or discriminate against you or any other Class Member because of your decision to participate or not to participate in the Settlement.

### Excluding Yourself from the Settlement

## 13. How do I get out of the settlement?

If you **do not** want to take part in the Settlement, you can exclude yourself. To exclude yourself from the Settlement, you must send a letter or postcard postmarked no later than [insert response deadline] with your name, address, telephone number, signature, and the last four digits of your Social Security Number. The request for exclusion must include the case name and number (*Sonia Esparza v. Floral Supply Syndicate, LLC*, Case No. 56-2019-00534733-CU-OE-VTA) and should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE FLORAL SUPPLY’S LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE RELEASING ANY CLAIMS I MIGHT HAVE.”

Mail or fax the Request for Exclusion directly to the Settlement Administrator at the following address:

[Insert Administrators address]

[Insert Administrators fax number]

by no later than [insert response deadline]. Any person who sends a timely and valid request to be excluded from the Settlement will, upon receipt, no longer be a Class Member, will not receive any money from the Settlement, and cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You maybe be able to sue (or continue to sue) Floral Supply in the future for the claims that were brought in this lawsuit.

#### **14. If I do not exclude myself, can I sue Floral Supply for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Floral Supply for the claims that this Settlement resolves. If you have a pending lawsuit speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [insert response deadline].

#### **15. If I exclude myself, can I get money from this settlement?**

No. If you exclude yourself, you will not receive any money from the Settlement. But you may sue, continue to sue, or be part of a different lawsuit against Floral Supply.

### **The Lawyers Representing You**

#### **16. Do I have a lawyer in this case?**

The Court has appointed a law firm in Glendale, CA to represent you and the other Class Members: Edwin Aiwazian, Esq. Lawyers for Justice, PC. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **17. How will the lawyers be paid?**

Class Counsel – which consists of attorneys from the above referenced law firm– have been prosecuting this Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. To date, Class Counsel has aggressively litigated many aspects of the case including review of many documents, telephonic interviews and conferences, settlement efforts and a mediation session. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees and costs, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or costs. Class Counsel will collectively ask for fees of thirty-five percent (35%) of the Settlement Amount (which equals \$166,250) as reasonable compensation for the work

Class Counsel performed and will continue to perform in this Lawsuit. Class Counsel also will ask for reimbursement of up to \$20,000 for the costs Class Counsel incurred in connection with the Lawsuit. The Court may award less than these amounts.

### **18. What other expenses are taken out of the total settlement amount?**

Floral Supply has agreed to pay \$475,000 to resolve the claims that were brought in this lawsuit. Under the terms of the Settlement Agreement (which you can view at [www.\\_\\_\\_\\_\\_.com/xxxxx](http://www._____.com/xxxxx)), \$\_\_\_\_\_ will be paid from the Gross Settlement Amount to [Settlement Administrator] Settlement Administrators to act as the Settlement Administrator, who is sending this notice to you, and will perform all the administrative duties related to this settlement.

Class Counsel will also ask the Court to award Class Representative Sonia Esparza a service payment in the amount of \$7,500 to compensate her for her service and extra work provided on behalf of the Class Members. The Class Representative may also receive a share of the Settlement as a class member.

Lastly, \$50,000 of the Gross Settlement Amount will be allocated to Plaintiff's penalty claim under PAGA. Of this amount, \$37,500 will be paid to the LWDA in satisfaction of the claims for penalties under PAGA as required by California law, while the remaining \$12,500 will be divided on a *pro rata* basis among Class Members who worked for Defendant between October 18, 2018 and [Preliminary Approval].

### **Objecting to the Settlement**

You can tell the Court that you don't agree with the settlement or some part of it.

### **19. How Do I tell the court that I don't like the settlement?**

If you're a Class Member you can object to the Settlement if you don't like any part of it, but only if you do not request to be excluded from the settlement. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter or postcard to the Settlement Administrator with your name, telephone number, address and the last four digits of your Social Security Number saying that you object to *Sonia Esparza v. Flora Supply Syndicate, LLC*, Case No. 56-2019-00534733.

Be sure to include a written statement outlining the reasons you object to the Settlement, copies of any and all papers, briefs or other documents on which your objection is based, and whether you intend to appear at the Court's Fairness Hearing (described in Question 21 below). Mail or fax the objection to the Settlement Administrator by no later than [insert response deadline] at:

[Insert Settlement Administrators address]

[Insert Administrators fax number]

### **20. What's the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to

be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## **The Court's Fairness Hearing**

The Court will hold a hearing to decide whether to approve the Settlement.

### **21. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Fairness Hearing at [time] on [date] at the Superior Court of California for the County of Ventura, located at 800 South Victoria Avenue, Ventura, CA 93009. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Matthew P. Guasco will listen to Class Members who have asked to speak at the hearing. The Court may also decide how much money to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

### **22. Do I have to come to the hearing?**

No. Class Counsel will answer any questions Judge Matthew P. Guasco may have, but you are welcome to come at your own expense. If you send an objection, you are not required to come to Court to discuss it. As long as you mailed or faxed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

### **23. May I speak at the hearing?**

You may ask the for permission to speak at the Fairness Hearing. To do so, you must timely submit a written objection and include a notice of your intention to appear at the Fairness Hearing, as described in Question 19 above.

Your "Notice of Objection" must be postmarked or fax-stamped no later than [insert response deadline].

You cannot speak at the hearing if you excluded yourself.

## **If You Do Nothing**

### **24. What happens if I do nothing at all?**

If you are a Class Member (as defined above in Question #5), and received this notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment. If you do nothing, and if the Court approves the Settlement, then you will receive your payment in the mail, which will be your portion of the Settlement.

## **Getting More Information**



**25. Are there more details about the settlement?**

This notice summarizes the proposed Settlement. More details are in a document called the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting [www.\\_\\_\\_\\_\\_.com/xxxxx](http://www._____.com/xxxxx).

**PLEASE DO NOT CALL OR CONTACT THE COURT.** If you have any questions about the settlement, you may contact the Settlement Administrator at: xxx-xxx-xxxx or by e-mail at \_\_\_\_\_ . You may also contact Class Counsel at the address or phone number listed above.