

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

TESSIBLE “SKYLER” FOSTER;  
MARIE SCOTT; and KRISTA  
BAUMBACH, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

800-FLOWERS, INC.,

Defendant.

Case No. 2:23-cv-07441-AB-PVC

**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGMENT**

This matter came before the Court on Plaintiff’s Unopposed Motion for Final Approval of a proposed class action settlement pursuant to Federal Rule of Civil Procedure 23(e). Following a hearing on January 31, 2025, and based on this Court’s review of the Parties’ Settlement Agreement, Plaintiff’s Unopposed Motion for Final Approval of Settlement, and all files and submissions, the Court finds good cause to grant the Motion.

**FINDINGS:**

(1) Unless otherwise specified, defined terms in this Final Approval Order and Judgment have the same definition as the terms in the Settlement Agreement.

1 (2) The Court has personal jurisdiction over Plaintiffs and all Settlement Class  
2 Members and that the Court has subject matter jurisdiction to approve the Settlement  
3 and Settlement Agreement and all exhibits thereto.

4 (3) The Settlement Agreement was negotiated at arm's length, entered into in  
5 good faith, is fair, reasonable, and adequate, and satisfied the standards and applicable  
6 requirements for Final Approval of this class action Settlement pursuant to Rule  
7 23(e)(1)(A) of the Federal Rules of Civil Procedure and the requirements of Due  
8 Process and applicable law.

9 (4) Class Counsel and Plaintiffs adequately represented the Settlement Class  
10 for purposes of entering into and implementing the Settlement and Settlement  
11 Agreement. The Parties adequately performed their obligations under the Settlement  
12 Agreement.

13 (5) Class Notice was provided to Settlement Class Members in compliance  
14 with Section V of the Settlement Agreement, Rule 23(e)(B)(1) of the Federal Rules of  
15 Civil Procedure, the United States Constitution, and any other applicable law. The  
16 Settlement Class Notice Program: (a) constituted the best practicable notice; (b)  
17 constituted notice that was reasonably calculated under the circumstances to apprise  
18 the Settlement Class of the pendency of the Action, of their right to object to or exclude  
19 themselves from the proposed Settlement, of their right to appear at the Final Approval  
20 Hearing, and of their right to seek monetary and other relief; (c) constituted reasonable,  
21 due, adequate, and sufficient notice to all Persons entitled to receive notice; and (d) met  
22 all requirements of Due Process and any other applicable law (including, but not limited  
23 to, Fed. R. Civ. P. 23 and California state law), and that the CAFA Notice sent by the  
24 Settlement Administrator complied with 28 U.S.C. § 1715 and all other provisions of  
25 the Class Action Fairness Act of 2005.

26 (6) Class Counsel is entitled to an Attorneys' Fee Award and reimbursement  
27 for costs as indicated by separate order. Such award is fair and reasonable in light of  
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1 the nature of this case, Class Counsel's experience and efforts in prosecuting the  
2 Action, and the benefits obtained for the Settlement Class.

3 (7) Plaintiffs are each awarded a Service Award as indicated by separate  
4 order. Such awards are fair and reasonable in light of: (a) Plaintiffs' risks in  
5 commencing this Action (including financial, professional, and emotional) as a class  
6 representative; (b) the time and effort spent by Plaintiffs litigating the Action as class  
7 representatives; and (c) Plaintiffs' service rendered in the public interest.

8  
9 **IT IS ORDERED THAT:**

10 **(1) Class Members.** Pursuant to Rule 23(e)(2) the Court approves  
11 certification of the following Settlement Class for the purposes of the Settlement:

12 All Persons who purchased Celebrations Passport in  
13 California on or after September 7, 2019, through May 31,  
14 2022, and who incurred at least one automatic renewal  
charge for Celebrations Passport that was not fully refunded.<sup>1</sup>

15 **(2) Binding Effect of Final Approval Order and Judgment.** This Final  
16 Approval Order and Judgment applies to all claims or causes of action settled under  
17 the Settlement Agreement, has *res judicata* preclusive effect in all pending and future  
18 lawsuits or other proceedings encompassed by the Release against the Released  
19 Persons maintained by or on behalf of the Releasing Person, and binds all Settlement  
20 Class Members, including those who did not properly request exclusion under  
21 paragraph 10 of the Order Granting Preliminary Approval. This Final Approval Order  
22 and Judgment does not bind Persons who filed timely and valid requests for exclusion.  
23 Attached to this Final Approval Order and Judgment as **Exhibit A** is a conclusive and

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25 \_\_\_\_\_  
26 <sup>1</sup> As set forth in the Settlement Agreement, specifically excluded from the Settlement Class are  
27 the following Persons: (a) 800-Flowers, Inc., the Released Persons and their employees, officers,  
28 directors, agents, and representatives, and their immediate family members; (b) Class Counsel; (c)  
the Court, the Court's immediate family members, and Court staff; and (d) the mediator, Jill Sperber,  
Esq. of Judicate West.

1 complete list of Persons who properly requested to be excluded from the Settlement.  
2 There have been no objections by Settlement Class Members to the Settlement.

3       **(3) Release.** Upon entry of this Final Approval Order and Judgment, the  
4 Releasing Persons, whether or not they received a Settlement Share, are: (a) deemed to  
5 have released and discharged 800-Flowers, Inc. and any Released Persons from all  
6 claims arising out of or asserted in this Action and the Released Claims under the  
7 Settlement Agreement; and (b) barred and permanently enjoined from asserting,  
8 instituting, or prosecuting, either directly or indirectly, these Released Claims against  
9 800-Flowers, Inc. and/or any Released Persons. Plaintiffs and Settlement Class  
10 Members have conclusively compromised, settled, dismissed, and released any and all  
11 Released Claims against Defendant and the Released Persons. The full terms of the  
12 release described in this paragraph are set forth in paragraph 123 of the Settlement  
13 Agreement and incorporated herein.

14       **(4) No Admission and Bar on Use.** Neither the Settlement Agreement nor  
15 any of its provisions, its exhibits, or related documents (including but not limited to  
16 drafts of the Settlement Agreement, the Preliminary Approval Order or the Final  
17 Approval Order and Judgment), the Settlement Agreement's negotiation, or any  
18 proceedings relating in any way to the Settlement shall be construed as or deemed to  
19 be evidence of an admission or concession by any person, including Defendant, and  
20 shall not be offered or received in evidence, or subject to discovery, in this or any other  
21 action or proceeding except in an action brought to enforce its terms or except as may  
22 be required by law or Court order. *See* Agreement at ¶ 140.


23       **(5) Undertakings under the Settlement Agreement.** The Parties to the  
24 Settlement Agreement, and as applicable all other persons and entities, are ordered to  
25 perform their obligations thereunder and to refrain from engaging in any conduct  
26 prohibited by the Settlement Agreement. The terms of the Settlement Agreement shall  
27 be deemed incorporated as if explicitly set forth herein and shall have the full force of  
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1 an order of this Court. The Parties to the Settlement Agreement, without further  
2 approval from the Court, are authorized to agree to and adopt such amendments,  
3 modifications, and expansions of the Settlement Agreement and all exhibits thereto as  
4 (a) shall be consistent in all material respects with this Final Approval Order and  
5 Judgment; and (b) do not limit the rights of the Parties.

6 **(6) Dismissal and Continuing Jurisdiction.** This Action is hereby  
7 dismissed with prejudice; provided, however, that without affecting the finality of this  
8 Final Approval Order and Judgment, the Court retains exclusive and continuing  
9 jurisdiction over the Settlement Administrator, Defendant, Plaintiffs, and the  
10 Settlement Class Members as to all matters relating to the administration,  
11 consummation, enforcement, and interpretation of the terms of the Settlement, the  
12 Settlement Agreement, the Final Approval Order and Judgment, and for any other  
13 necessary purpose, until all of the terms of the Settlement Agreement have been fully  
14 carried out.

15 **IT IS SO ORDERED.**

16 **Dated: February 24, 2025**

  
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Hon. André Birotte, Jr.  
United States District Judge

# EXHIBIT A

**Exclusion List**

<b>Count</b>	<b>First Initial</b>	<b>Last Name</b>
1	E	Wong
2	N	Meza
3	K	Steele