

JUL -7 2023

By: T. Abas

ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego
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Attorneys for Plaintiff

Minerva Castaneda

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

MINERVA CASTANEDA, individually, and
on behalf of other members of the general
public similarly situated, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

CASA DE LAS CAMPANAS, INC., a
California corporation; and DOES 1-50,
inclusive,

Defendants.

Case No.: 37-2021-00022395-CU-OE-CTL

Honorable Gregory W. Pollack
Department C-71

CLASS ACTION

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

Date: July 7, 2023
Time: 9:30 a.m.
Department: C-71

Complaint Filed: May 20, 2021
FAC Filed: September 23, 2022
Trial Date: None Set

1 This matter has come before the Honorable Gregory W. Pollack in Department C-71 of the
2 above-entitled Court, located at Hall of Justice, 330 W Broadway, San Diego, California 92101,
3 on Plaintiff Minerva Castaneda's ("Plaintiff") Motion for Final Approval of Class Action
4 Settlement, Attorneys' Fees and Costs, and Class Representative Payment ("Motion for Final
5 Approval"). Brock & Gonzales, LLP appeared on behalf of Plaintiff, the Class, and the Aggrieved
6 Employees, and Pettit Kohn Ingrassia Lutz & Dolin PC appeared on behalf of Defendant Casa de
7 las Campanas, Inc. ("Defendant").

8 On March 10, 2023, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
10 of the above-entitled action ("Action") in accordance with the Joint Stipulation Re: Class Action
11 and Representative Action Settlement ("Settlement," "Agreement," or "Settlement Agreement"),
12 which, together with the exhibits annexed thereto, set forth the terms and conditions for settlement
13 of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

26 Any and all hourly-paid and/or non-exempt employees that worked for
27 Defendant in California during the period from May 20, 2017 through May 31,
28 2022 ("Class" or "Class Members").

1 4. The Notice of Class Action and PAGA Settlement ("Class Notice") that was
2 provided to the Class Members, fully and accurately informed the Class Members of all material
3 elements of the Settlement and of their opportunity to participate in, object to or comment thereon,
4 or to seek exclusion from, the Settlement; was the best notice practicable under the circumstances;
5 was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
6 State of California, the United States Constitution, due process and other applicable law. The Class
7 Notice fairly and adequately described the Settlement and provided the Class Members with
8 adequate instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is fair, reasonable, and adequate, and in the best interests of the Class as a whole.
11 More specifically, the Court finds that the Settlement was reached following meaningful discovery
12 and investigation conducted by Brock & Gonzales, LLP ("Class Counsel"); that the Settlement is
13 the result of serious, informed, adversarial, and arms-length negotiations between the parties; and
14 that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiff's claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of objections and requests for exclusion to the Settlement submitted by Class Members.
20 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
21 Settlement Agreement and the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
26 validly opt out of the Settlement ("Participating Class Members") are bound by this Final Approval
27 Order and Judgment.

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1 7. The Court finds that only two (2) Class Members have opted out of the Settlement
2 and will not be bound by this Final Approval Order and Judgment.

3 8. The Court finds that payment of Settlement Administrator in the amount of
4 \$15,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
5 notice and settlement administration process. It is hereby ordered that the Settlement
6 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$15,000.00, in
7 accordance with the terms and methodology set forth in Settlement Agreement.

8 9. The Court finds that the Class Representative Payment sought is fair and reasonable
9 for the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
10 Administrator issue payment in the amount of \$7,500.00 to Plaintiff for her Class Representative
11 Payment, according to the terms and methodology set forth in the Settlement Agreement.

12 10. The Court finds that the allocation of \$200,000.00 toward penalties under the
13 California Private Attorneys General Act of 2004 ("PAGA Payment"), is fair, reasonable, and
14 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
15 Payment as follows: the amount of \$150,000.00 to the California Labor and Workforce
16 Development Agency, and the amount of \$50,000.00 to be distributed to Aggrieved Employees
17 according to the terms and methodology set forth in the Settlement Agreement.

18 11. The Court finds that the request for attorneys' fees in the amount of \$316,667.00 to
19 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
20 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
21 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
22 amount of \$316,667.00 to Class Counsel for attorneys' fees, in accordance with the terms and
23 methodology set forth in the Settlement Agreement.

24 12. The Court finds that reimbursement of actual litigation costs and expenses,
25 currently estimated to be \$14,104.80, to Class Counsel is reasonable, and hereby approved. It is
26 hereby ordered that the Settlement Administrator issue payment in the amount of \$14,104.80 to
27 Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms
28 and methodology set forth in the Settlement Agreement.

1 13. The Court hereby enters Judgment by which Participating Class Members shall be
2 conclusively determined to have given a release of any and all Released Claims against the
3 Released Parties, as set forth in the Settlement Agreement and Class Notice.

4 14. It is hereby ordered that Defendant shall deposit the Gross Settlement Amount into
5 an account established by the Settlement Administrator within six (6) months after the date of this
6 order, in accordance with the terms and methodology set forth in the Settlement Agreement.

7 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
8 Settlement Payments to the Participating Class Members within fourteen (14) calendar days after
9 Defendant funds the Gross Settlement Amount, according to the methodology and terms set forth
10 in the Settlement Agreement.

11 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
12 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
13 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
14 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
15 any dispute arising from or in connection with the distribution of settlement benefits.

16 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
17 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris's
18 website for a period of at least four (4) years after the date of entry of this Final Approval Order
19 and Judgment. Individualized notice is not required.

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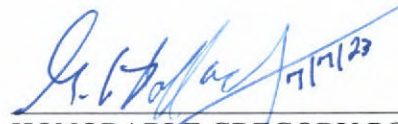
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1 18. The Settlement is not a concession or admission and shall not be used against
2 Defendant as an admission or indication with respect to any claim of any fault or omission by
3 Defendant. Except as necessary to enforce the terms of the Settlement Agreement, neither the
4 Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any
5 reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence
6 as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including,
7 but not limited to, evidence of a presumption, concession, indication or admission by Defendant
8 of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings
9 concerning the implementation, interpretation, or enforcement of the Settlement.

10
11 Dated: _____



HONORABLE GREGORY POLLACK
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

1013a (3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 6701 Center Drive West, Ste. 610, Los Angeles, CA 90045.

On June 14, 2023, I served the foregoing documents described as: **[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT** on the interested parties in this action, addressed as follows:

Thomas S. Ingrassia, Esq.
Christine Y. Dixon, Esq.
PETTIT KOHN INGRASSIA LUTZ & DOLIN PC
11622 El Camino Real, Suite 300
San Diego, CA 92130
Emails: tigrassia@pettitkohn.com; cdixon@pettitkohn.com
Attorneys for Defendant, CASA DE LAS CAMPANAS, INC.

☒ **ONLY BY ELECTRONIC TRANSMISSION.** Only by e-mailing the document(s) to the persons at the e-mail address(es) listed based on notice provided on **March 17, 2020** that, during the Coronavirus (Covid-19) pandemic, this office will be working remotely, not able to send physical mail as usual, and is therefore using only electronic mail. No electronic message or other indication that the transmission was unsuccessful was received within a reasonable time after the transmission.

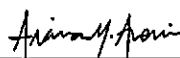
☐ **By U.S. Mail,** I deposited such envelope(s) in the mail at Los Angeles, California, with postage thereon fully prepaid.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

☐ **By Personal Service,** I caused such envelope(s) to be delivered by hand to the office(s) of the addressee(s).

☒ (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 14, 2023, at Los Angeles, California.


Ariahna Aveni