

**BURROWS LAW FIRM, APC**  
 Christopher L. Burrows (SBN 222301)  
 Email: [cburrows@cburrowslaw.com](mailto:cburrows@cburrowslaw.com)  
 12100 Wilshire Boulevard, Suite 800  
 Los Angeles, CA 90025  
 Tel: (310) 526-9998  
 Fax: (424) 644-2446

**FILED**  
 Superior Court of California  
 County of Los Angeles

05/08/2023

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

*Attorneys for Plaintiff and the Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

LAURA ORTIZ, an individual, on  
 behalf of herself and all others  
 similarly situated,

Plaintiff,

v.

CASA COLINA, INC., a California  
 Corporation, and DOES 1 through 100,

Defendants.

Case No.: BC682710

*[Assigned for all purposes to Hon. David S.  
 Cunningham, Dept.: SSC-11]*

**~~[PROPOSED]~~ ORDER APPROVING  
 CLASS SETTLEMENT**

Date: May 8, 2023  
 Time: 11:00 a.m.  
 Dept.: SSC-11

Related Case No.: 21STCV20670 *Ortega v.  
 Casa Colina, et. al.* (related on July 30, 2021),  
 Dept. 11.

Related Case No.: 21STCV35101 *Jackson v.  
 Casa Colina, Inc. et al.* (related on October  
 19, 2021), Dept. 11.

Complaint Filed: November 7, 2017  
 FAC Filed: September 11, 2021  
 SAC Filed: September 15, 2022  
 Trial Date: None set

1 Having read and considered Plaintiff's request for final approval of the class action  
2 settlement brought pursuant to California Rule of Court 3.769, and finding objections, if any,  
3 received by any party or filed or presented to the Court were satisfactorily resolved, the Court  
4 finds good cause to GRANT the request for final approval of the class action settlement and enter  
5 Judgment accordingly.

6 **IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:**

7 1. For purposes of this Order granting final approval of the class action settlement, the  
8 Court adopts all defined terms as set forth in the Stipulation and Settlement of Class, Collective  
9 and Representative Action ("Settlement Agreement"), incorporated by reference herein.

10 2. The Court has jurisdiction over the subject matter of the Action, and over all parties  
11 to the Action, including all Class Members.

12 3. The Court approves the settlement of the litigation set forth in the Settlement  
13 Agreement as being fair, just, reasonable and adequate to the Settlement Class Members and is  
14 independently satisfied based upon the evidence that the consideration being received for the  
15 release of the Settlement Class Members' claims is reasonable in light of the strengths and  
16 weaknesses of the claims and the risks of the particular litigation and that the settlement was not  
17 collusive.

18 4. For purposes of this Final Approval Order, and consistent with the Settlement  
19 Agreement, this Court approves a Settlement Class defined as:

20 "All current and former non-exempt employees of Defendants employed within  
21 the state of California from November 7, 2013, through Preliminary Approval  
22 [December 8, 2022].

23 5. The Court finds that the requirements of California Code of Civil Procedure section  
24 382 have been satisfied and that the named Plaintiffs and Class Counsel fairly and adequately  
25 represent the Final Settlement Class Members and satisfy the requirements to be representatives  
26 of and counsel to the Final Settlement Class Members.

1           6.    The Notice provided to the Class pursuant to the Preliminary Approval Order  
2 constitutes full and adequate notice and is in full compliance with the requirements of California  
3 law and due process of law.

4           7.    To date, Settlement Administrator Phoenix Settlement Administrators has received  
5 \_\_\_\_\_ requests to opt-out of the settlement.

6           8.    The settlement shall be implemented and consummated in accordance with the  
7 definitions and terms of the Settlement Agreement.

8           9.    In accordance with the terms of the Preliminary Approval Order and the Settlement  
9 Agreement, an incentive award of \$5,000.00 to be paid to the each of the two named Plaintiffs is  
10 appropriate in recognition of the risk to Plaintiffs as Class Representatives in commencing the  
11 Action, both financial and otherwise; the amount of time and effort spent by Plaintiffs as the Class  
12 Representatives; for the consideration received for the release provided as part of the Settlement  
13 Agreement; and for serving the interests of the Class. The incentive awards shall be paid in  
14 accordance with the Settlement Agreement.

15          10.   In accordance with the terms of the Preliminary Approval Order and the Amended  
16 Settlement Agreement, the reasonable and appropriate fees and costs to which Class Counsel is  
17 hereby held entitled shall be \$ \$250,000 in attorneys' fees and \$ \$35,000 in actual  
18 litigation costs. This fee and costs award is a fair and reasonable amount to compensate Plaintiffs,  
19 the Settlement Class, and Class Counsel for their attorneys' fees and costs expended. The Court  
20 finds that the time devoted to the matter by Class Counsel was reasonably necessary in the  
21 investigation and prosecution of this action. These amounts shall be paid in accordance with the  
22 Settlement Agreement.

23          11.   The Court finds that the payment to the State of California Labor and Workforce  
24 Development Agency ("LWDA") in the amount of \$30,000.00 for its 75% share of the civil  
25 penalties allocated under the Private Attorneys General Act ("PAGA") is fair, reasonable, and  
26 adequate, and orders the Claims Administrator to distribute this payment in conformity with the  
27 terms of the Settlement.

1           12. The Court orders that the Settlement Administrator shall be paid \$22,500 from the  
2 Class Settlement Amount for all of its work done and to be done until the completion of this  
3 matter and finds that sum appropriate.

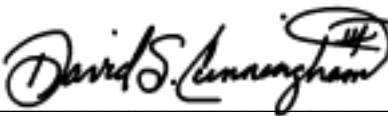
4           13. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the  
5 negotiations or proceedings connected with it, shall be construed as an admission or concession  
6 by Defendant of the truth of any of the allegations in the Action, or of any liability, fault or  
7 wrongdoing of any kind.

8           14. Upon the Settlement becoming Final, the Settlement Class shall have, by operation  
9 of this Order, fully, finally, and forever released, relinquished, and discharged the Released  
10 Parties from the Released Claims.

11           15. Pursuant to the parties' request, as well as California Code of Civil Procedure section  
12 664.6 and Rule 3.769(h) of the California Rules of Court, the Court will retain jurisdiction over  
13 this action and the parties until final performance of the Settlement Agreement.

14           **IT IS SO ORDERED.**

15           05/08/2023  
16 Dated: \_\_\_\_\_, 2023



Hon. David S. Cunningham  
JUDGE OF THE SUPERIOR COURT