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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

JOSHUA NITSCHKE, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

CONTINENTAL RECOVERY SERVICES, a
California Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: 2023CUOE011987

Assigned to the Hon. Mark S. Borrell

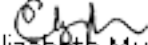
**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT
AND ENTRY OF FINAL JUDGMENT
THEREON**

VENTURA SUPERIOR COURT

FILED

02/11/2025

Brenda L. McCormick
Executive Officer and Clerk


Elizabeth Muller

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) came for
3 a hearing on January 21, 2025, in Department 40 of the above-entitled court. The Settlement
4 Agreement is titled “Class Action and PAGA Settlement Agreement” and was included as
5 Exhibit “B” to the Declaration of Mehrdad Bokhour in Support of Plaintiff’s Motion for Final
6 Approval of Class Action Settlement filed on December 23, 2024.

7 The Final Approval Motion was unopposed by Defendant Continental Recovery
8 Services (“Defendant”).

9 Having considered the Final Approval Motion, the Settlement Agreement, the
10 Declarations, and all other materials properly before the Court and having conducted an inquiry
11 pursuant to California Rules of Court, rule 3.769(g), the Court finds that all parties entered the
12 Settlement Agreement in good faith, and the Settlement Agreement is approved. Due and
13 adequate notice having been given to the Class, and the Court having considered the Settlement
14 Agreement, all papers filed, and proceedings had herein, and all oral and written comments
15 received regarding the proposed settlement, and having reviewed the record in this Action, and
16 good cause appearing,

17 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

18 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
19 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

20 2. The Court has jurisdiction over the subject matter of this Action, the Class
21 Representative, the Class Members, the PAGA Employees and claim, and Defendant.

22 3. The Court finds that the distribution of the Class Notice, as provided for in the
23 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
24 under the circumstances to all Class Members and fully met the requirements of California law
25 and due process under the California and United States Constitution. Based on evidence and
26 other material submitted, the actual notice to the class was adequate.

27 4. The Court finds that the instant Action presented a good faith dispute of the
28 claims alleged, and the Court finds in favor of settlement approval. Specifically, the claims on

1 behalf of the Class Members, which Defendant disputed, included all claims, rights, demands,
2 liabilities, and causes of action, whether known or unknown, arising from the same set of
3 operative facts as those alleged in the operative complaint and the applicable LWDA letter,
4 including those claims that could have been asserted based on the facts alleged in the operative
5 complaints, the consolidated complaint, or LWDA letters, through the Release Period. Without
6 limiting the foregoing, and in addition to the foregoing, this release includes claims arising from
7 the facts alleged in the operative Complaint and LWDA Notice for failure to pay the minimum
8 wage, failure to pay regular wages, failure to pay overtime compensation and other premium
9 wages, failure to provide and maintain complete and accurate itemized wage statements that
10 included all information required by the California Labor Code; failure to provide meal periods
11 and rest breaks or additional pay in lieu thereof; failure to reimburse business expenses;
12 untimely payment of wages during and at the time of termination; violations of California Labor
13 Code §§ 200, 201-203, 204, 210, 218.6, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174,
14 1174.4, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800-2804, the applicable
15 California Wage Orders, and all related or corresponding federal laws; violation of California
16 Business and Professions Code Section 17200 et seq.

17 5. No Class Member objected to the Settlement, and six Class Members requested
18 exclusion from the Settlement. All Participating Class Members are entitled to payment
19 pursuant to the Settlement and this Judgment.

20 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
21 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
22 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
23 Settlement Agreement.

24 7. The Settling Parties are to bear their own fees and costs, except as otherwise
25 provided in the Settlement Agreement.

26 8. For purposes of effectuating this Order and Judgment, this Court has certified the
27 following class: "All current and former non-exempt employees employed by Defendant at any
28 time during the period of July 28, 2019, to August 9, 2024." The PAGA Employees are all

1 persons who are or were previously employed by Defendant in California and classified as a
2 non-exempt or hourly employee at any time from July 26, 2022, through August 9, 2024. The
3 Court deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

4 9. With respect to the Settlement Class and for purposes of approving this
5 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
6 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
7 fact common to the Class Members, and there is a well-defined community of interest among
8 the Class Members with respect to the subject matter of the Action; (c) the claims of the Class
9 Representative are typical of the claims of the Class Members; (d) the Class Representative has
10 fairly and adequately protected the interests of the Class Members; (e) class action is superior to
11 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
12 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the
13 Plaintiff in his individual and representative capacity and for the Settlement Class.

14 10. By this Judgment, the Class Representative shall release, relinquish, and
15 discharge, and each of the Participating Class Members shall be deemed to have, and by
16 operation of the Judgment, shall have, fully, finally, and forever released, relinquished, and
17 discharged all Released Claims against the Released Parties, as defined and specified in the
18 Settlement Agreement.

19 11. By this Judgement, Plaintiff and the State of California (acting through Plaintiff
20 as its deputized representative), and each PAGA Employee, will forever completely release and
21 discharge the Released Parties from the Released PAGA Claims, as defined and specified in the
22 Settlement Agreement.

23 12. Plaintiff may not use this Final Approval Order, the Settlement Agreement, nor
24 any document referred to herein, nor any action taken to carry out the Settlement Agreement as
25 an admission by or against Defendant or any of the other Released Parties of any fault,
26 wrongdoing or liability whatsoever. This Final Approval Order is not a finding of the validity of
27 any claims in the Action or any wrongdoing by Defendant or any of the other Released Parties.
28

1 13 The Court finds that the Settlement Amount of \$375,000 is fair, reasonable, and
2 adequate and awards the payments set forth below from the Settlement Amount:

3 A) \$125,000 to Class Counsel for attorneys' fees in light of the benefit obtained on
4 behalf of the Class, which shall be split equally between Falakassa Law, P.C. and Bokhour Law
5 Group, P.C.;

6 B) \$15,093.66 to Class Counsel for costs/expenses, which shall be awarded to
7 Bokhour Law Group, P.C.;

8 C) \$10,000 to Class Representative Joshua Nitsche as a Service Award;

9 D) \$5,000 to the Settlement Administrator, Phoenix Settlement Administrators;

10 E) A PAGA Award of \$10,000, consisting of \$7,500 to the LWDA and \$2,500 to
11 PAGA Employees; and

12 F) After deducting the foregoing payments from the Settlement Amount, the
13 remainder shall form the Net Settlement Amount payable to the Participating Class Members as
14 set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

15 14. With the sole exception of employer-side taxes due on individual settlement
16 payments to Participating Class Members (which Defendant will pay in addition to the Gross
17 Settlement Amount), the Gross Settlement Amount is the maximum amount that Defendant will
18 pay for any reason in connection with the Settlement Agreement or this Order.

19 15. The Settlement Administrator is directed to calculate the Participating Class
20 Member's Individual Settlement Payments from the Net Settlement Amount and issue all
21 payments within in accordance with the Settlement Agreement.

22 16. Concurrently with mailing the settlement checks to the Class Members, the
23 Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members
24 either on a postcard or as a detachable portion of the check for the Participating Class Members,
25 noting the following: "Please be advised that on [*insert date*], 2025, the Superior Court of
26 California for the County of Ventura entered Judgment in the case entitled *Nitsche v.*
27 *Continental Recovery Services*, Case No. 2023CUOE011987, on behalf of all current and
28

1 former non-exempt employees employed by Defendant at any time during the period of July 28,
2 2019, to August 9, 2024 , pursuant to an approved settlement of disputed claims.”

3 17. The Class Members shall have 180 days from the date of issuance by the
4 Settlement Administrator to negotiate the settlement check. If a Class Member does not
5 negotiate his/her check within this time period, the check will be canceled. The value of the
6 unclaimed funds in the Settlement Administrator’s account as a result of a failure to timely cash
7 a settlement check shall be issued to the State Controller’s Office for the State of California in
8 the name of the Class Member.

9 18 Plaintiff shall file a report regarding the distribution status by **November 12,**
10 **2025.**

11 19. The Court hereby sets a hearing date of **November 20, 2025, at 8:20 a.m.** for a
12 hearing on the final accounting and distribution of the settlement.

13 20. This document shall constitute a Judgment for purposes of California Rule of
14 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
15 Class Representative, the Class Members, and Defendant for the purposes of supervising the
16 implementation, enforcement, construction, administration, and interpretation of the Settlement
17 Agreement and this Judgment.

18
19 **IT IS SO ORDERED.**

20 02/03/2025
21 Dated: _____

22 
23 _____
24 HON. MARK S. BORRELL
25 JUDGE OF THE SUPERIOR COURT
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I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

Brian Sinclair, Esq.
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RUTAN & TUCKER, LLP
18575 Jamboree Road, 9th Floor
Irvine, California 92612

**Counsel for defendant Continental
Recovery Services**

BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

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

Executed on January 22, 2025, at Los Angeles, California.

/s/ Cynthia Garcia
Cynthia Garcia