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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MARK ORTEGA, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

BLUUM USA, INC. d.b.a. BLUUM
PHOENIX, a Delaware Corporation; and DOES
1 through 100,

Defendants.

Case No. 23STCV29590

*[Assigned for all purposes to the Hon.
Carolyn B. Kuhl, Dept. SSC-12]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT**

Date: February 4, 2026
Time: 10:30 a.m.
Dept.: SSC-12

Action Filed: December 1, 2023
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

02/04/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Rosas Deputy

1 This matter came on regularly for hearing before this Court on February 4, 2026, at 10:30 a.m.,
2 pursuant to California Rule of Court 3.769 and this Court's September 2, 2025 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered
4 the Parties' Stipulation of Settlement (herein "Settlement Agreement" or "Settlement")¹ and the
5 documents and evidence presented in support thereof, and recognizing the disputed factual and legal
6 issues involved in this case, the risks of further prosecution and the substantial benefits to be received by
7 the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed
8 Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations
9 between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for
10 Final Approval of Class Action Settlement and ORDERS as follows:

11 1. Final judgment is hereby entered in conformity with the Settlement Agreement and this
12 Final Approval Order.

13 2. The conditional class certification contained in the Preliminary Approval Order is hereby
14 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
15 as:

16 All current and former non-exempt employees employed by Defendant Bluum
17 USA, Inc. d.b.a. Bluum Phoenix in California from December 1, 2019 until
18 September 2, 2025 (the "Class Period").

19 3. Plaintiff Mark Ortega is hereby confirmed as Class Representative, and Paul K. Haines
20 and Sean M. Blakely of Haines Law Group, APC are hereby confirmed as Class Counsel.

21 4. On October 1, 2025, notice was provided to the Settlement Class as set forth in the
22 Settlement. The form and manner of notice were approved by the Court on September 2, 2025, and the
23 notice process has been completed in conformity with the Court's Order. The Court finds that said notice
24 was the best notice practicable under the circumstances. The court-approved Class Notice provided due
25 and adequate notice of the proceedings and matters set forth therein, informed Settlement Class members
26 of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),
California Rule of Court 3.769, and due process.

27 ¹ The Stipulation of Settlement (herein "Settlement Agreement" or "Settlement") was filed on June 25,
28 2025 and attached as Exhibit 1 to the Declaration of Sean M. Blakely in Support of Plaintiff's Motion for
Preliminary Approval of Class Action Settlement. Unless otherwise indicated, all terms used in this Order
and Final Judgment shall have the same meaning as that assigned to them in the Settlement.

1 5. The Court finds that no Settlement Class member objected to the Settlement or opted out
2 of the Settlement, resulting in a 100% participation rate.

3 6. The Court hereby approves the settlement as set forth in the Settlement Agreement as fair,
4 reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according to its
5 terms.

6 7. For purposes of settlement only, the Court finds that (a) the members of the Settlement
7 Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
8 questions of law or fact common to the Settlement Class, and there is a well-defined community of
9 interest among members of the Settlement Class with respect to the subject matter of the litigation; (c)
10 the claims of the Class Representative are typical of the claims of the members of the Settlement Class;
11 (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class
12 members; (e) a class action is superior to other available methods for an efficient adjudication of this
13 controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the
14 Settlement Class.

15 8. The Court finds that given the absence of objections to the Settlement, and objections
16 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

17 9. The Court orders Defendant to deliver the Gross Settlement Amount of One Hundred
18 Thirty-Five Thousand Dollars and Zero Cents (\$135,000.00) to the Settlement Administrator, as provided
19 for in the Settlement. Specifically, Defendant shall deposit the Gross Settlement Amount with the
20 Settlement Administrator within thirty (30) calendar days of the Effective Date.

21 10. The Court finds that the Individual Settlement Awards, as provided for in the Settlement,
22 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the Individual
23 Settlement Awards in conformity with the terms of the Settlement.

24 11. The Court finds that a service award in the amount of \$5,000.00 for Plaintiff is appropriate
25 for his risks undertaken and service to the Settlement Class. The Court finds that this service award is
26 fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in
27 conformity with the terms of the Settlement.

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1 12. The Court finds that attorneys' fees in the amount of \$45,000.00 and actual litigation costs
2 of \$11,196.39 for Class Counsel, are fair, reasonable, and adequate in light of the common fund created
3 by the Settlement, and orders that the Settlement Administrator distribute these payments to Class
4 Counsel in conformity with the terms of the Settlement.

5 13. The Court orders that the Settlement Administrator, ILYM Group, Inc., shall be paid
6 \$4,750.00 from the Gross Settlement Amount in conformity with the terms of the Settlement, for all of
7 its work done and to be done until the completion of this matter and finds that sum appropriate.

8 14. The Court finds that the payment to the California Labor & Workforce Development
9 Agency ("LWDA") in the amount of \$3,750.00 for its 75% share of the \$5,000.00 settlement of Plaintiff's
10 representative action under the California Labor Code Private Attorneys General Act ("PAGA") is fair,
11 reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the
12 LWDA in conformity with the terms of the Settlement. The remaining 25% or \$1,250.00 is to be
13 distributed to the 33 Aggrieved Employees in conformity with the terms of the Settlement.

14 15. This Court orders that any settlement checks shall be valid and negotiable for 180 days
15 from the date of issuance of the check, and that any settlement checks that remain uncashed after 180
16 days after they are mailed shall be distributed, subject to the Court's approval, to the Controller of the
17 State of California to be held pursuant to the Unclaimed Property Law, in the name of the Settlement
18 Class member to whom the check was issued, until such time that they claim their property.

19 16. The Settlement is not an admission by Defendant, nor is this Order and Final Judgment a
20 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and
21 Final Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out
22 the Settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing on the
23 part of Defendant.

24 17. As of the date of this Order and Final Judgment, and upon the complete funding of the
25 Gross Settlement Amount, Plaintiff and every member of Settlement Class will fully release and
26 discharge Defendant, and all of its past and present officers, directors, shareholders, direct and/or indirect
27 owners, members, parents, trustees, fiduciaries, beneficiaries, subrogees, executors, partners, joint
28 employers, employees, predecessors, successors, assigns, affiliates, brother and sister corporations,

agents, principals, heirs, representatives, attorneys, insurers, accountants, administrators, auditors, consultants, divisions, related companies, related entities, and all of their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, and any individual or entity which could be liable for any of the Class Released Claims and/or PAGA Released Claims, (collectively the “Released Parties”), as follows: upon the Effective Date and the complete funding of the Gross Settlement Amount, Settlement Class members will release all claims, demands, rights, liabilities and causes of action that were pled in the FAC that arose during the Class Period, including claims for: (a) meal period violations; (b) rest period violations; (c) failure to indemnify for all necessary business expenditures; (d) wage statement violations; (e) waiting time penalties; and (f) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (the “Class Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period. In addition, all Settlement Class members (regardless of whether they opt out) who worked for Defendant at any time from December 1, 2022 until September 2, 2025 (the “PAGA Period”) are “Aggrieved Employees” and shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff’s Notification Letter to the Labor and Workforce Development Agency (“LWDA”) dated December 1, 2023 (“the PAGA Released Claims”).

18. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h) which provides, “If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order, and the Judgment entered in connection with the Settlement.

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1 19. The Settlement Administrator shall file a declaration regarding the disbursement of
2 Settlement funds on or before February 4, 2027. A Non-Appearance Case Review Re: Filing of Final
3 Disbursement Declaration is set for Feb. 8, 2027 at 4:30 pm

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5 **IT IS SO ORDERED.**

6 Dated: 02/04/2026
7 _____, 2026



Carolyn B. Kuhl

~~Carolyn B. Kuhl / Judge~~
Honorable Carolyn B. Kuhl
Judge of the Superior Court