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8 Attorneys for Plaintiff

9 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF LOS ANGELES**

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

13 Plaintiff,

14 v.

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

17 Defendants

Case No. BC682710

Assigned to: Hon. David S. Cunningham
Dept.: SSC-11

**NOTICE OF COURT ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

[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, 2020
Trial Date: None Set

1 **TO THE COURT, THE PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on December 8, 2022, in Department 11 of the above-
3 identified Court, the Honorable David S. Cunningham, Presiding, the Court entered an Order
4 granting preliminary approval of the proposed Class Action Settlement. A true and correct copy
5 of the Order is attached hereto as Exhibit A.

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8 Dated: December 12, 2022

BURROWS LAW FIRM

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10 By: 

11 Christopher L. Burrows
12 Attorneys for Plaintiff and proposed class
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EXHIBIT A

BURROWS LAW FIRM
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FILED
Superior Court of California
County of Los Angeles

12/08/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: T. Lewis Deputy

Attorneys for Plaintiff

**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]*

**REVISED ~~PROPOSED~~
PRELIMINARY APPROVAL ORDER**

Date: December 7, 2022

Time: 9:30 a.m.

Dept.: SSC-11

Complaint Filed: November 7, 2017
FAC filed: September 11, 2020
Trial Date: None set

Electronically Received 12/07/2022 06:06 PM

1 This matter, having come before the Superior Court of the State of California, in and for
2 the County of Los Angeles, at 9:30 a.m. on December 7, 2022, or thereafter as determined by
3 the Court, the Court having carefully considered the briefs, argument of counsel, and all matters
4 presented to the Court and good cause appearing, hereby GRANTS Plaintiffs' Motion for
5 Preliminary Approval of Class Action Settlement.

6 1. The Court preliminarily approves the Stipulation and Settlement of Class,
7 Collective and Representative Action ("Settlement Agreement" or "Agreement") attached as
8 Exhibit 1 to the Declaration of Christopher L. Burrows in Support of Plaintiffs' Motion for
9 Preliminary Approval of Class Action Settlement. This is based on the Court's determination that
10 the Settlement Agreement is within the range of possible final approval, pursuant to the provisions
11 of Section 382 of the California Code of Civil Procedure and California Rule of Court 3.769.

12 2. This Order incorporates by reference the definitions in the Agreement, and all
13 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

14 3. The Settlement Fund that Defendants shall pay is Seven Hundred Fifty Thousand
15 Dollars (\$750,000). It appears to the Court on a preliminary basis that the settlement amount and
16 terms are fair, adequate, and reasonable as to all potential Settlement Class Members when
17 balanced against the probable outcome of further litigation relating to certification, liability, and
18 damages issues. It further appears that investigation and research have been conducted such that
19 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
20 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
21 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
22 It further appears that the Settlement has been reached as the result of intensive, serious, and non-
23 collusive, arms-length negotiations.

24 4. The Court preliminarily finds that the Settlement appears to be within the range of
25 reasonableness of a settlement that could ultimately be given final approval by this Court. The
26 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
27 preliminarily finds that the monetary settlement awards made available to Settlement Class
28 Members are fair, adequate, and reasonable when balanced against the probable outcome of

1 further litigation relating to certification, liability, and damages issues.

2 5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
3 certification of a class for settlement purposes only. This stipulation will not be deemed
4 admissible in this or any other proceeding should this Settlement not become final. For settlement
5 purposes only, the Court conditionally certifies the following Class: “All current and former non-
6 exempt employees of Casa Colina, Inc., within the state of California from November 7, 2013,
7 through the date of Preliminary Approval.”

8 6. The Court concludes that, for settlement purposes only, the Class meets the
9 requirements for certification under section 382 of the California Code of Civil Procedure in that:
10 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
11 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
12 community of interest amongst the members of the Class with respect to the subject matter of the
13 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
14 the Plaintiffs have and will fairly and adequately protect the interests of the members of the Class;
15 (e) a class action is superior to other available methods for the efficient adjudication of this
16 controversy; and (f) counsel for the Class is qualified to act as counsel for the Class and the
17 Plaintiffs are adequate representatives of the Class.

18 7. The Court provisionally appoints Plaintiffs Tiffany Schneidmiller and Maria
19 Alicia Ortega as the representatives of the Class. The Court provisionally appoints Burrows Law
20 Firm, the Novak Law Firm, PC, and Haines Law Group, APC, as Co-Class Counsel, and approves
21 the filing of the proposed Second Amended Consolidated Class and Representative Action
22 Complaint (“SAC”).

23 8. The Court hereby approves, as to form and content, the Notice attached to the
24 Agreement as Exhibit A. The Court finds that the Notice appears to fully and accurately inform
25 the Class of all material elements of the proposed Settlement, of the Class Members’ right to be
26 excluded from the Settlement Class by submitting a written opt-out request, and of each
27 Settlement Class Member’s right and opportunity to object to the Settlement. The Court further
28 finds that the distribution of the Notice substantially in the manner and form set forth in the

1 Agreement and this Order meets the requirements of due process, is the best notice practicable
2 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
3 thereto. The Court orders the mailing of the Notice by first class mail, pursuant to the terms set
4 forth in the Agreement.

5 9. The Court hereby appoints Phoenix Class Action Administration Solutions, Inc.,
6 (“Phoenix”), as Settlement Administrator. Within twenty-one (21) calendar days after entry of
7 this Order, Defendant shall provide the Settlement Administrator with the Class Information for
8 purposes of sending the Class Notice to Class Members. Within fourteen (14) calendar days after
9 receiving the Class Information from Defendant, the Settlement Administrator shall send a copy
10 of the Class Notice including the Exclusion Request procedure by first class U.S. Mail to each
11 potential Settlement Class Member.

12 10. Any Class Member who has not opted out may appear at the Final Approval
13 Hearing and may object or express the Class Member's views regarding the Settlement and may
14 present evidence and file briefs or other papers that may be proper and relevant to the issues to
15 be heard and determined by the Court as provided in the Notice. Class Members who wish to
16 object to the Settlement may file with the Court and serve on the Claims Administrator either a
17 written statement objecting to the Settlement or a written notice of intention to appear at the Final
18 Approval Hearing and object. Regardless whether Class Members submit written objections or
19 notices of intention to appear, they may appear at the Final Approval Hearing to have their
20 objections heard by the Court.

21 11. A Final Approval Hearing shall be held before this Court on May 8, 2023 at 11:00
22 a.m. in Department 11 of the Los Angeles County Superior Court to determine all
23 necessary matters concerning the Settlement, including: whether the proposed Settlement of the
24 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
25 and should be finally approved by the Court; whether an Order Granting Final Approval should
26 be entered herein; whether the plan of allocation contained in the Agreement should be approved
27 as fair, adequate and reasonable to the Settlement Class Members; and to finally approve the Class
28 Counsel Award, Service Awards, and the Settlement Administrator Expenses. All papers in

1 support of the motion for final approval and the motion for attorneys' fees, costs and service
2 awards shall be filed with the Court and served on all counsel no later than sixteen (16) court days
3 before the Final Approval Hearing.

4 12. Neither the Settlement nor any exhibit, document, or instrument delivered
5 thereunder shall be construed as a concession or admission by Defendant in any way, and shall
6 not be used as evidence of, or used against Defendant as, an admission or indication in any way,
7 including with respect to any claim of any liability, wrongdoing, fault, or omission by Defendant
8 or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement
9 is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or
10 conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be
11 construed as, offered or admitted in evidence as, received as or deemed to be evidence for any
12 purpose adverse to the Defendant, including, but not limited to, evidence of a presumption,
13 concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission,
14 concession or damage.

15 13. In the event the Settlement does not become effective in accordance with the terms
16 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to
17 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
18 and the Parties shall revert to their respective positions as of before entering into the Agreement.
19 In such an event, the Court's orders regarding the Settlement, including this Preliminary Approval
20 Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is
21 intended to alter the terms of the Settlement Agreement with respect to the effect of the Settlement
22 Agreement if it is not approved.

23 14. The Court reserves the right to adjourn or continue the date of the Final Approval
24 Hearing and all dates provided for in the Agreement without further notice to Class Members and
25 retains jurisdiction to consider all further applications arising out of or connected with the
26 proposed Settlement.

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15. An implementation schedule is below:

Event	Date
Defendant to provide class list and data report (contact information) to Settlement Administrator no later than:	Within 21 calendar days of Preliminary Approval Order (Agrmt § XI (2))
Settlement Administrator to mail the Class Notice to the Settlement Class no later than:	Within fourteen (14) calendar days after receiving the Class Information (Agrmt § XI (3))
Deadline for Class Members to submit disputes or request exclusion from the Settlement:	45 days from mailing.
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	April 7, 2023 (30 calendar days before Final Fairness Hearing)
Final Fairness Hearing	May 8, 2023, at 11:00 a.m.

IT IS SO ORDERED.

Dated: 12/08/2022



HON. DAVID S. CUNNINGHAM
JUDGE, SUPERIOR COURT OF CALIFORNIA