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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 23 2023

BY 
JESSICA MORALES, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MELVIN CHARLES HAMPTON, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

SNOW VALLEY, LLC, a California corporation
dba SNOW VALLEY MOUNTAIN RESORT; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2204207

CLASS ACTION

[Honorable Jessica Morgan, Department S-26]

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

*[Filed with Plaintiff Melvin Charles Hampton's
Notice of Motion and Motion for Final
Approval, Declaration of Kane Moon,
Declaration of Plaintiff Melvin Charles
Hampton, and Declaration of Nathalie
Hernandez]*

FINAL APPROVAL HEARING

Date: October 23, 2023

Time: 9:00 a.m.

Dept: S-26

Complaint Filed: February 23, 2022

Trial Date: Not Set

1 The Court issued an Order Granting Plaintiff Melvin Charles Hampton's Motion for
2 Preliminary Approval of Class and PAGA Action Settlement on August 24, 2023. Plaintiff Melvin
3 Charles Hampton ("Plaintiff") now seeks an Order and Judgment Granting Final Approval of the
4 same Joint Stipulation of Class and PAGA Action Settlement Agreement ("Settlement") between
5 Plaintiff and Defendant Snow Valley, LLC ("Defendant"), attached to the Declaration of Kane Moon
6 in Support of Plaintiff Melvin Charles Hampton's Motion for Final Approval of Class and PAGA
7 Action Settlement as **Exhibit 1**.

8 The Court, having considered Plaintiff Melvin Charles Hampton's Notice of Motion and
9 Motion for Final Approval of Class and PAGA Action Settlement ("Motion"), the supporting
10 Declarations and Exhibits therein, the records and files in this Action, and the absence of any written
11 objections received regarding the Settlement; and good cause appearing, **HEREBY ORDERS,**
12 **ADJUDGES, AND DECREES AS FOLLOWS:**

13 The Court has jurisdiction over all claims asserted in this Action. Plaintiff, all Settlement
14 Class Members, all Aggrieved Employees, and Defendant.

15 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as set
16 forth in the Settlement.

17 The Settlement appears to have been made and entered into in good faith and is hereby
18 approved, subject to any limitations on the requested fees and payments as set forth below.

19 For purposes of effectuating the Settlement, the following Class is hereby certified: all
20 persons who worked for Defendant in California as an hourly paid non-exempt employee at any time
21 from February 23, 2018, through August 24, 2023. *Settlement*, ¶¶ 5, 6.

22 The Parties shall bear their own respective attorneys' fees and costs, except as provided for in
23 the Settlement and approved by the Court.

24 No Class Members have objected to the terms of the Settlement, and one Class Member has
25 requested exclusion from the Settlement. *Declaration of Nathalie Hernandez* ("Hernandez Decl."),
26 ¶¶ 11, 12.

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1 Plaintiff, all Settlement Class Members, and all Aggrieved Employees shall have, by
2 operation of this Final Order and Judgment, fully, finally and forever released, relinquished, and
3 discharged all Released Parties from all Released Claims and Released PAGA Claims upon Final
4 Approval and Defendant's payment of all sums due pursuant to the Settlement, and except as to such
5 rights or claims as may be created by the Settlement, as stated in the Settlement and reproduced here:

- 6 1. **"Released Parties"** means Defendant, and each of its present, former, and/or future
7 parent companies, sister companies, subsidiaries, co-employers, owners or acquirers of
8 all or substantially all of Defendant's assets, and each of their respective present,
9 former and future owners, boards, directors, officers, trustees, insurers, investors,
10 shareholders, members, partners, managers, employees, agents, attorneys,
11 representatives, divisions, predecessors, successors, purchasers, assigns, and joint
12 venturers, and present, former and future parent companies, sister companies, divisions,
13 affiliated and related parties, and each of them. *Settlement*, ¶ 42(a).
- 14 2. **"Released Claims"** means any and all claims, debts, rights, liabilities, demands and/or
15 causes of action stated in the First Amended Complaint, or that could have been stated
16 or alleged based on the facts alleged therein, including, but not limited to, any and all
17 wage and hour claims (including but not limited to any and all claims under the
18 California *Labor Code*) for unpaid wages, unpaid minimum or overtime wages, unpaid
19 wages for off-the-clock work or rounded time, meal and rest period violations and/or
20 premiums, unreimbursed expenses, wage statement violations, interest, civil or
21 statutory penalties, waiting time penalties, itemized wage statement penalties,
22 withholding from wages and the related provisions of the *Labor Code* including but
23 limited to *Labor Code* §§ 200-204, 210, 218, 226, 226.2., 226.3, 226.7, *et seq.*, 510,
24 512, 558, 1174, 1194, *et seq.*, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, 2802,
25 derivative claims under California's Unfair Competition Law, California *Business &*
26 *Professions Code* §§ 17200, *et seq.*, and all claims under the governing Industrial
27 Welfare Commission ("IWC") Wage Orders, and attorneys' fees and/or costs.
28 *Settlement*, ¶ 42(c)(1).

- 1 3. **“Released PAGA Claims”** means all claims for penalties and any other available relief
2 pursuant to PAGA, to the extent asserted or that could have been asserted or premised
3 on the facts alleged in Plaintiff’s administrative exhaustion letter submitted to the
4 LWDA in this Action on February 20, 2022 and/or in the Complaint, arising during the
5 PAGA Period. *Settlement*, ¶ 42(d)(1).
- 6 4. **Date Releases Becomes Active.** The Released Claims and Released PAGA Claims
7 will be released upon the later of (1) the Effective Date, or (2) the satisfaction of
8 Defendant’s obligation to provide to the Settlement Administrator a sum in the amount
9 required to satisfy all required payments and distributions pursuant to this Settlement
10 and the Order and Judgment of final approval. Settlement Class Members will not
11 release the Released Claims and PAGA Employees will not release the Released
12 PAGA Claims until both the Effective Date of the Settlement has occurred **and**
13 Defendant has paid all amounts owing under the Settlement. *Settlement*, ¶ 42(b).
- 14 5. **“Effective Date”** means the last date of the following to occur: (a) if there are no
15 objections to the Settlement, then the date of Final Approval by the Court; (b) if there
16 are objections to the Settlement, and if an appeal, review, or writ is not sought from the
17 Order granting Final Approval of the settlement, the thirty-first (31st) day after service
18 of notice of entry of the Court’s order granting its final approval to this class action and
19 PAGA settlement; or (c) if an appeal, review, or writ is sought from the Final Approval
20 Order, the day after the Final Approval Order is affirmed or the appeal, review, or writ
21 is dismissed or denied, and the order is no longer subject to judicial review. Prior to the
22 Effective Date, Defendant will not be required to fund this Settlement, in whole or in
23 part, through the Claims Administrator or any third party. Defendant will fund this
24 Settlement within thirty (30) days of the Effective Date, and the Settlement
25 Administrator will distribute the fund installments within twenty-one (21) days of
26 receipt. *Settlement*, ¶ 32(b).
- 27
28

1 The Gross Settlement Amount, Net Settlement Amount, and methodology used to calculate
2 and pay the Settlement Class Payments and PAGA Settlement Payments are fair and reasonable. The
3 Settlement Administrator is authorized to pay the Settlement Class Payments and PAGA Settlement
4 Payments to the Settlement Class Members and Aggrieved Employees in accordance with the terms
5 of the Settlement.

6 Defendant shall pay a total of \$407,214.36 to resolve the Action. *Hernandez Decl.*, ¶ 14.
7 Defendant will fund the settlement account within thirty (30) days of the Effective Date. *Settlement*, ¶
8 32(b). The Settlement Administrator will distribute the fund installments within twenty-one (21) days
9 of receipt. *Id.*

10 From the Gross Settlement Amount, a PAGA Penalty Payment of \$15,000.00 shall be paid to
11 the California Labor and Workforce Development Agency ("LWDA"), representing 75% of the
12 PAGA Allocation awarded under the terms of the Settlement, pursuant to the California Private
13 Attorneys General Act of 2004, *Labor Code* sections 2698, *et. seq.* *Settlement*, ¶ 32(r); *Hernandez*
14 *Decl.*, ¶ 14.

15 From the Gross Settlement Amount, a Class Representative Service Payment in the amount
16 of \$7,500.00 shall be paid to Melvin Charles Hampton for his service as Class Representative and
17 general release of claims. *Settlement*, ¶¶ 32(o), 43; *Hernandez Decl.*, ¶ 14. Melvin Charles Hampton
18 is hereby confirmed as Class Representative.

19 From the Gross Settlement Amount, Attorneys' Fees in the amount of \$135,738.12 and
20 Attorneys' Costs in the amount of \$17,886.25 shall be paid to Class Counsel for their reasonable fees
21 and actual costs incurred in furtherance of this Action. *Settlement*, ¶ 32(n); *Hernandez Decl.*, ¶ 14;
22 *Declaration of Kane Moon*, Exh. 4. The fees and costs shall be distributed to Class Counsel as set
23 forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to
24 the Class. Moon Law Group, P.C. is hereby confirmed as Class Counsel.

25 From the Gross Settlement Amount, Settlement Administration Costs in the amount of
26 \$16,200.00 shall be paid to the designated Settlement Administrator, ILYM Group, Inc. *Settlement*, ¶
27 32(q); *Hernandez Decl.*, ¶ 14.

1 The Notice provided to the Class conforms with the requirements of *California Rules of*
2 *Court* rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances.
3 providing individual notice to all Class Members who could be identified through reasonable effort
4 and due and adequate notice of the proceedings and matters set forth therein to the Class Members.
5 The Notice fully satisfies the requirements of Due Process.

6 The Parties are ordered to have notice of this Final Order and Judgment sent to all Settlement
7 Class Members and Aggrieved Employees in accordance with *California Rules of Court* section
8 3.771(b), along with the Settlement Class Payments and PAGA Settlement Payments issued via First
9 Class U.S. Mail to their last known addresses and to the LWDA, pursuant to *Labor Code* section
10 2699(1).

11 This Judgment is intended to be a final disposition of the Action in its entirety and is intended
12 to be immediately appealable.

13 This Court shall retain jurisdiction with respect to all matters related to the administration and
14 consummation of the Settlement and any and all claims asserted in, arising out of, or related to the
15 subject matter of the lawsuit, including, but not limited to, all matters related to the Settlement and
16 the determination of all controversies relating thereto.

17 Plaintiff Melvin Charles Hampton's Motion for Final Approval of Class and PAGA Action
18 Settlement is hereby granted, and the Court directs that Judgment shall be entered in accordance with
19 the terms of this Order.

20 The Court sets a Non-Appearance Hearing (Case Review) Re: Distribution on
21 11-25, 2024 at 8:30am in Department S-26. Class Counsel is ordered to file a
22 final report and declaration regarding distribution no later than 10 days before.

23 **IT IS SO ORDERED.**

24 DATE: 10/23/23

25 JJ Morgan
26 Honorable Jessica Morgan, Judge of the Superior Court of
27 California for the County of San Bernardino
28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and
4 not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los
Angeles, California 90017. On **September 28, 2023**, I served the foregoing document described as:

5 **[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF MELVIN CHARLES**
6 **HAMPTON'S MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION**
7 **SETTLEMENT**

8 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s) addressed as
9 follows:

10 Richard D. Marca (SBN 127365)
11 Alisha Maline (SBN 345697)
12 Matthew Neufeld (SBN 322058)
13 **VARNER & BRANDT LLP**
14 3750 University Ave., Ste. 610
15 Riverside, CA 92501
16 Telephone: (951) 274-7777
17 Facsimile: (951) 274-7770
18 Email: Richard.Marca@VarnerBrandt.com
19 Email: Alisha.Maline@VarnerBrandt.com
20 Email: Matthew.Neufeld@VarnerBrandt.com

21 *Attorneys for Defendant, Snow Valley, LLC, a California corporation dba Snow Valley*
22 *Mountain Resort*

23 ☒ **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
24 envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with
25 the firm's practice of collection and processing correspondence for mailing. Under that
26 practice it would be deposited with U.S. postal service on that same day with postage
27 thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am
28 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 date of deposit for
mailing in affidavit.

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

Executed this, **September 28, 2023** at Los Angeles, California.

Janelle Jickain
Type or Print Name


Signature