

FILED
San Francisco County Superior Court

MAR 12 2024

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

ASHLEY HASSMER, an individual, on behalf
of herself and all others similarly situated,

Plaintiff,

v.

CHAPARRAL COUNTRY CORPORATION, a
California corporation; and DOES 1 to 50,
inclusive,

Defendants.

Case No. CGC-22-598519

ORDER GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT

1 Plaintiff's Motion for Final Approval of Class Action Settlement came on regularly for hearing
2 on February 23, 2024. The Parties have entered into a Settlement Agreement and Amendment to the
3 Settlement Agreement (collectively, "Settlement Agreement" or "Settlement").¹ The Court having
4 considered the Settlement Agreement, all of the legal authorities and documents submitted in support
5 thereof, all papers filed and proceedings herein, and good cause appearing, the Court GRANTS final
6 approval of the Settlement and ORDERS AND MAKES THE FOLLOWING FINDINGS AND
7 DETERMINATIONS:

8 1. All terms used in this Order Granting Plaintiff's Motion for Final Approval of Class
9 Action Settlement (the "Order") shall have the same meanings given as those terms are used and/or
10 defined in the Settlement Agreement.

11 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
12 jurisdiction to approve this Settlement and all exhibits thereto.

13 3. The Court finds and determines that the notice procedure provided in this Action was
14 the best notice practicable under the circumstances, which satisfies the requirements of due process.
15 The Class Notice informed 192 Class Members of the Settlement terms, their rights to do nothing and
16 receive their settlement share, their rights to submit a request for exclusion, their rights to comment on
17 or object to the Settlement, and their rights to appear at the Final Approval Hearing and be heard
18 regarding approval of the Settlement. Adequate periods of time to respond and to act were provided to
19 Class Members.

20 4. In response to the Notice, no Class Members filed written objections to the Settlement
21 and no Class Member filed a written statement of intention to appear at the Final Approval Hearing.
22 Four Class Members requested to be excluded from the Settlement.

23 5. The Court hereby approves the terms set forth in the Settlement Agreement and finds
24 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and
25

26 ¹ "Settlement Agreement" or "Settlement" refers to the Second Amended Settlement Agreement and
27 Release of Class Action attached as Exhibit 8 to the Second Supplemental Declaration of Jonathan
28 Melmed filed October 13, 2023 and the *Amendment to Second Amended Settlement Agreement and*
Release of Class Action attached as Exhibit 4 to the Supplemental Declaration of Jonathan Melmed
filed March 8, 2024.

1 compliant with all applicable requirements of the California Code of Civil Procedure, the California
2 and United States Constitutions, including the Due Process clauses, the California Rules of Court, and
3 any other applicable law, and in the best interests of each of the Parties and Class Members.

4 6. The Court finds that the Settlement has been reached as a result of informed and non-
5 collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive
6 investigation and research, and their attorneys were able to reasonably evaluate their respective
7 positions.

8 7. The Court directs the Parties to effectuate the Settlement Agreement according to its
9 terms and declares the Settlement Agreement to be binding on all Class Members who did not request
10 exclusion.

11 8. For settlement purposes only, the Court finally certifies the Class, as defined in the
12 Agreement and as follows: All individuals who are or were employed by Defendant as non-exempt
13 employees in California from March 4, 2018 through May 21, 2023.

14 9. Solely for purposes of settlement, the Court finds that certification of the Class is
15 warranted under Code of Civil Procedure section 382. The Court finds that an ascertainable class of
16 188 class members exists and a well-defined community of interest exists on the questions of law and
17 fact involved because in the context of the Settlement: (i) all related matters, predominate over any
18 individual questions; (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii)
19 in negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly
20 and adequately represented and protected the interest of the Class Members.

21 10. Solely for purposes of settlement, the Court hereby appoints Plaintiff Ashley Hassmer
22 as Class Representative and finds her to be adequate. The Court finds and determines that a service
23 award of \$5,000 is appropriate under the circumstances of the case and the time and effort spent by
24 Plaintiff in litigating the case on behalf of the Class.

25 11. The Court appoints Jonathan Melmed, Esq., and Laura M. Supanich, Esq., of Melmed
26 Law Group P.C. as Class Counsel, and finds them to be adequate.

1 12. The terms of the Settlement Agreement, including the Gross Settlement Amount of
2 \$151,442.27 is fair, adequate, and reasonable to the Class and to each Class Member. The Court
3 approves the following allocations from the Gross Settlement Amount:

4 a. The \$5,000.00 designated for payment to ILYM Group, Inc., the Settlement
5 Administrator, is fair and reasonable. The Court grants final approval of and orders the
6 Parties to make the payment to the Settlement Administrator in accordance with the
7 Settlement Agreement.

8 b. The \$49,166.67 requested by Plaintiff and Class Counsel for Class Counsel's attorneys'
9 fees is fair and reasonable in light of the benefit obtained for the Class. The Court grants
10 final approval of, awards, and orders the Class Counsel Fees Payment to be made in
11 accordance with the Settlement Agreement.

12 c. The Court awards \$8,069.33 in litigation costs to Class Counsel, an amount which the
13 Court finds to be reflective of the reasonable costs incurred. The Court grants final
14 approval of and orders the Class Counsel Litigation Expenses Payment in this amount
15 to be made in accordance with the Settlement Agreement.

16 d. The \$5,000 Incentive Award for the named Plaintiff. The Court orders the Incentive
17 Award to be paid in accordance with the Settlement Agreement.

18 e. The Court approves of the \$10,000.00 allocation assigned for claims under the Private
19 Attorneys General Act (PAGA), and orders 75% thereof (i.e., \$7,500.00) to be paid to
20 the California Labor and Workforce Development Agency (LWDA) in accordance with
21 the terms of the Settlement Agreement.

22 13. The Court orders the Parties to comply with and carry out all terms and provisions of
23 the Settlement, to the extent that the terms thereunder do not contradict with this Order, in which case
24 the provisions of this Order shall take precedence and supersede the Settlement.

25 14. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding
26 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement
27 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
28

1 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
2 concession, or liability whatsoever by or against Defendant.

3 15. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's
4 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in
5 this case if the Settlement fails to become Final or effective, or in any other case without limitation.

6 16. All Class Members, except those who requested exclusion, shall be bound by the
7 Settlement and this Order, including the release of claims as set forth in the Agreement.

8 17. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise
9 provided in the Settlement Agreement and this Order.

10 18. Within 10 days after the Court has entered this Order, the Settlement Administrator shall
11 give notice to Class Members pursuant to the Settlement Agreement by posting a copy of this Order
12 on its website.

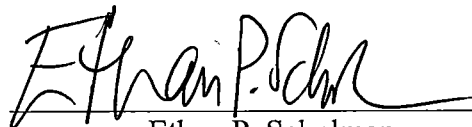
13 19. The Court retains continuing jurisdiction over the Action and the Settlement, including
14 jurisdiction pursuant to California Rules of Court, rule 3.769(h), solely for purposes of (a) enforcing
15 the Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such
16 post-Judgment matters as may be appropriate under applicable law.

17 20. The Court hereby sets a Status Conference for October 25, 2024 at 9:00 a.m. A status
18 report, accompanied by an admissible evidentiary declaration, shall be filed no later than five court
19 days prior to the Status Conference. The status report must state the number of settlement checks
20 distributed to the Class, the number of uncashed checks, and the amount of residual funds to be paid to
21 the State Controller's Office Unclaimed Property Fund.

22 21. Plaintiff shall submit a copy of this Order to the LWDA within 10 days after entry
23 pursuant to Labor Code § 2699(d)(3).

24
25 IT IS SO ORDERED.

26
27 Dated: March 12, 2024

28

Ethan P. Schulman
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, DANIAL LEMIRE, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

MAR 1 2 2024

On _____, I electronically served THE ATTACHED DOCUMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: MAR 1 2 2024

Brandon Riley, Court Clerk,

By: _____

DANIAL LEMIRE, Deputy Clerk