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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF KERN**

10 VERONICA BENITEZ, an individual, on behalf
11 of herself, the State of California, as a private
12 attorney general, and on behalf of all others
13 similarly situated,

14 Plaintiff,

15 v.

16 CHAMAS E FOGO, LLC., an Alaska Limited
17 Liability Company; and DOES 1 TO 50,

18 Defendants.
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FILED
SUPERIOR COURT OF CA, COUNTY OF KERN

FEB 19 2025

BY DEPUTY

ENDORSED

Case Number: BCV-22-101184

Revised ~~[Proposed]~~ *te* Order Granting Final
Approval of Class Action Settlement and
Final Judgment

1 Plaintiff's unopposed Motion for Final Approval of a Class Action Settlement came before this
2 Court on February 19, 2025, in Department 17, of the Superior Court of California, County of Kern the
3 Honorable Thomas S. Clark presiding. In conformity with California Rules of Court, Rule 3.769, with
4 due and adequate notice having been given to Class Members, and the Court having considered the
5 Settlement Agreement and Release of Class Action (the "Settlement Agreement"), all of the legal
6 authorities and documents submitted in support thereof, all papers filed and proceedings has herein, all
7 oral and written comments received regarding the proposed settlement, and having reviewed the record
8 in this litigation, and good cause appearing, the Court GRANTS final approval of the Settlement and
9 **ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS AND**
10 **ENTERS FINAL JUDGMENT AS FOLLOWS:**

11 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the
12 "Order") shall have the same meanings given as those terms are used and/or defined in the parties'
13 Settlement Agreement attached as **Exhibit A** to the Declaration of Jonathan Melmed in Support of
14 Plaintiff's Motion for Preliminary Approval of Class Action Settlement, filed with the California
15 Superior Court for the County of Kern on July 31, 2024.

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

18 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
19 Agreement and as follows:

20 *all individuals who are or were employed by Defendant as non-exempt employees in*
21 *California during the Class Period (the "Class" or "Class Members").*

22 4. The Court deems this definition sufficient for the purpose of California Rule of Court
23 3.765(a), and solely for the purpose of effectuating the Settlement.

24 5. The Court finds that an ascertainable class of 562 class members exists and a well-
25 defined community of interest exists on the questions of law and fact involved because in the context
26 of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of
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1 the Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and
2 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
3 protected the interest of the Class Members.

4 6. This Court approves, as to form and content, the Notice of Proposed Class Action
5 Settlement ("Class Notice"), attached as **Exhibit A** to the Declaration of Mary Butler of Simpluris, Inc.
6 Regarding Notice and Settlement Administration, filed with the California Superior Court for the
7 County of Kern on January 24, 2025.

8 7. The Court is satisfied that Simpluris, Inc. which functioned as the Settlement
9 Administrator, completed the distribution of Class Notice, to the Class in a manner that comports with
10 California Rule of Court 3.766. The Class Notice informed 562 Class Members of the Settlement terms,
11 their rights to do nothing and receive their settlement share, their rights to submit a request for
12 exclusion, their rights to comment on or object to the Settlement, and their rights to appear at the Final
13 Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time to
14 respond and to act were provided by each of these procedures. No Class Members filed written
15 objections to the Settlement as part of this notice process, and no Class Member filed a written
16 statement of intention to appear at the Final Approval Hearing. No Class Members submitted a request
17 for exclusion.

18 8. The Court hereby approves the terms set forth in the Settlement Agreement and finds
19 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and
20 compliant with all applicable requirements of the California Code of Civil Procedure, the California
21 and United States Constitutions, including the Due Process clauses, the California Rules of Court, and
22 any other applicable law, and in the best interests of each of the Parties and Class Members.

23 9. The Court directs the Parties to effectuate the Settlement Agreement according to its
24 terms and declares the Settlement Agreement to be binding on all Class Members.

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

3 11. The Court also finds that the Settlement now will avoid additional and potentially
4 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.
5 Additionally, after considering the monetary recovery provided as part of the Settlement in light of the
6 challenges posed by continued litigation, and Court concludes that Class Counsel secured significant
7 relief for Class Members.

8 12. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding
9 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement
10 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
11 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
12 concession, or liability whatsoever by or against Defendant.

13 13. The Court appoints Plaintiff Veronica Benitez as Class Representative and finds her to
14 be adequate.

15 14. The Court appoints Jonathan Melmed, Esq., and Maria Burciaga, Esq., of Melmed Law
16 Group P.C. as Class Counsel, and finds them to be adequate, experienced, and well-versed in class
17 action litigation.

18 15. The terms of the Agreement, including the Gross Settlement Amount of \$175,743.00 is
19 fair, adequate, and reasonable to the Class and to each Class Member, and the Court grants final
20 approval of the Settlement set forth in the Settlement Agreement, subject to this Order. The Court
21 approves the following allocations, which fall within the ranges stipulated by and through the
22 Settlement Agreement:

- 23 a. The \$8,000.00 designated for payment to Simpluris, Inc., the Settlement Administrator,
24 is fair and reasonable. The Court grants final approval of, and orders the Parties to make
25 the payment to the Settlement Administrator in accordance with the Agreement.
- 26 b. The \$41,666.67 amount requested by Plaintiff and Class Counsel for the Class Counsel's
27 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The
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1 Court grants final approval of, awards, and orders the Class Counsel Fees Payment to
2 be made in accordance with the Agreement.

3 c. The Court awards \$15,766.61 in litigation costs, an amount which the Court finds to be
4 reflective of the reasonable costs incurred. The Court grants final approval of, and order
5 the Class Counsel Litigation Expenses Payment in this amount to be made in accordance
6 with the Agreement.

7 d. The \$10,000.00 requested by Plaintiff for the Incentive Award is fair and reasonable.
8 The Court grants final approval of and orders the Incentive Award to be paid in
9 accordance with the Agreement.

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

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

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

20 18. All Class Members shall be bound by the Settlement and this Order, including the
21 release of claims as set forth in the Agreement.

22 19. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
23 provided in the Settlement Agreement.

24 20. Within 10 days after the Court has held a Final and Fairness Approval Hearing and
25 entered a final order certifying the Class for settlement purposes only and approving the Class
26 Settlement, the Settlement Administrator will give notice of judgment to Settlement Class Members
27 pursuant to California Rules of Court, rule 3.771(b) by posting a copy of said order and final judgment
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1 on its website for a minimum of sixty (60) days.

2 21. The Court retains continuing jurisdiction over the Action and the Settlement, including
3 jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the
4 Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-
5 Judgment matters as may be appropriate under court rules or applicable law.

6 22. Plaintiff shall file with the Court a report regarding the status of distribution within one
7 hundred and twenty (120) days after all funds have been distributed.

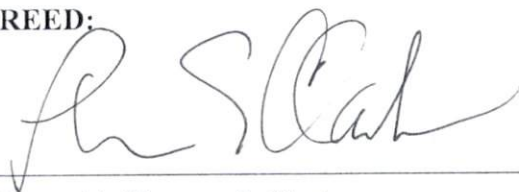
8 23. Any funds associated with uncashed checks after the cashing deadline shall be paid to
9 the California State Controller for deposit in the Unclaimed Property Fund in the name of the individual
10 whose check was uncashed pursuant to CCP Section 384.

11 24. This Final Judgment is intended to be a final disposition of the above captioned action
12 in its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes
13 all claims released by the Settlement Agreement, against Defendant.

14 25. The Court hereby sets a hearing date of **February 26, 2026 at 8:30 a.m.** in Department
15 17, of the Superior Court of California, County of Kern for a hearing on the final accounting and
16 distribution of the settlement funds.

17 **IT IS SO ORDERED, ADJUDGED, AND DECREED:**

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20 Dated: 2-19-25

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22 The Honorable Thomas S. Clark
23 Judge of the Superior Court, County of Kern
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