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Clerk of the Superior Court
JAN 31 2025
By: J. Virissimo, Deputy

Attorneys for Plaintiff, the Preliminarily-Approved Class, and the Aggrieved Employees

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

FELIPE ESCALERA, an individual, on behalf
of himself, the State of California, as a private
attorney general, and on behalf of all others
similarly situated,

Plaintiff,

v.

HASENIN ENTERPRISES, LLC, a California
Limited Liability Company; and DOES 1 TO
50,

Defendants.

Case Number: 37-2023-00008497-CU-OE-CTL

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

Date: January 31, 2025
Time: 10:30 a.m.
Dept.: C-64
Judge: Hon. Loren G. Freestone

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1 the context of the Settlement Agreement: (i) all related matters, predominate over any individual
2 questions; (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in
3 negotiating, entering into and implementing the Settlement Agreement, Plaintiff and Plaintiff's counsel
4 have fairly and adequately represented and protected the interest of the Class Members.

5 6. The Court is satisfied that ILYM Group, Inc. which was appointed as the Settlement
6 Administrator, completed the distribution of Class Notice to the Class in a manner that comports with
7 California Rule of Court 3.766. The Class Notice informed the prospective Class Members of the
8 Settlement Agreement's terms, their rights under the Settlement Agreement to receive their settlement
9 share, their rights to submit a request for exclusion, their rights to comment on or object to the
10 Settlement Agreement, and their rights to appear at the Final Approval and Fairness Hearing, and be
11 heard regarding approval of the Settlement Agreement. Sufficient periods of time to respond and to act
12 were provided by each of these procedures. No Class Members filed written objection to the Settlement
13 as part of this notice process, no Class Members appeared at the Final Approval and Fairness Hearing,
14 and no individual submitted a request for exclusion.

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

20 8. The Court directs the Parties to effectuate the Settlement Agreement according to its
21 terms and declares the Settlement Agreement to be binding on all participating Class Members.

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

26 10. The Court also finds that the Settlement Agreement will avoid additional and potentially
27 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.
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1 Additionally, after considering the monetary recovery provided as part of the Settlement Agreement in
2 light of the challenges posed by continued litigation, and Court concludes that Plaintiff's counsel
3 secured significant relief for Class Members.

4 11. The Settlement Agreement is not an admission by Defendant, nor is this order a finding
5 of the validity of any allegations or of any wrongdoing by Defendant.

6 12. The Court appoints Plaintiff Felipe Escalera as class representative and finds him to be
7 adequate.

8 13. The Court appoints as class counsel the following attorneys: Jonathan Melmed, Kyle D.
9 Smith, and Jaqueline Antillón of Melmed Law Group P.C. The Court finds each of them to be adequate,
10 experienced, and well-versed in class action litigation.

11 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
12 \$300,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class and to
13 each Class Member, and the Courts grants final approval of the Settlement set forth in the Settlement
14 Agreement, subject to this order.

15 15. The Court approves the following allocations, which fall within the ranges stipulated by
16 and through the Settlement Agreement:

17 A. The Court awards \$8,000.00 to ILYM Group, the Settlement Administrator, and
18 finds this amount to be fair and reasonable. The Court grants final approval of it and orders the
19 Parties to make the payment to the Settlement Administrator in accordance with the Settlement
20 Agreement.

21 B. The Court awards \$100,000.00 to Plaintiff's counsel as attorneys' fees and finds
22 this amount to be fair and reasonable considering the benefit obtained for the Class. The Court
23 grants final approval of, awards, and orders the payment to Plaintiff's counsel to be made in
24 accordance with the Settlement Agreement.

25 C. The Court awards \$14,653.66 in litigation costs, an amount which the Court
26 finds to be reflective of the reasonable costs incurred. The Court grants final approval of, and
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1 orders the litigation expenses payment in this amount to be made to Plaintiff's counsel in
2 accordance with the Settlement Agreement.

3 D. The Court awards \$10,000.00 to Plaintiff as the class representative, in addition
4 to any amount he may be entitled to as a Class Member and/or Aggrieved Employee, as a
5 service payment requested by Plaintiff and finds this amount to be fair and reasonable. The
6 Court grants final approval of, and orders the class representative payment to be made in
7 accordance with the Settlement Agreement.

8 E. The Court approves the \$20,000.00 allocation for penalties under the Labor
9 Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$15,000.00) to be
10 paid to the California Labor and Workforce Development Agency in accordance with the terms
11 of the Settlement Agreement and the remainder (i.e., \$5,000.00) to the Aggrieved Employees.

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

15 17. Nothing in the Settlement Agreement or this order purports to extinguish or waive
16 Defendant's rights to continue to oppose the merits of the claims in this action or class treatment of
17 these claims in this case if the Settlement Agreement fails to become final or effective, or in any other
18 case without limitation.

19 18. All Class Members who did not request exclusion from the Settlement Agreement shall
20 be bound by the Settlement Agreement and this order, including the release of claims as set forth in the
21 Settlement Agreement.

22 19. All Aggrieved Employees shall be bound by the PAGA-portion of Settlement
23 Agreement and this order, including the release of PAGA claims as set forth in the Settlement
24 Agreement.

25 20. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
26 provided in this order and the Settlement Agreement.

21. All checks mailed to the Class Members must be cashed within one hundred and eighty (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the Settlement Administrator shall submit such funds to the California State Controller's Office for deposit in the Unclaimed Property Fund in the name of the Class Member. The Court finds that this meets the requirements of Code of Civil Procedure section 384.

22. The Court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of **(a)** enforcing the Settlement Agreement, **(b)** addressing settlement administration matters, and **(c)** addressing such post-judgment matters as may be appropriate under court rules or applicable law.

23. Plaintiff shall file with the Court a report regarding the status of distribution within 210 days after all funds have been distributed.

24. This final judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. This final judgment resolves and extinguishes all claims released by the Settlement Agreement against Defendant.

25. The Court hereby sets a hearing date of Oct. 9, 2026 at 10:00 p.m./a.m. ☒ for a hearing on the final accounting and distribution of the settlement funds.

IT IS SO ORDERED, ADJUGED, AND DECREED.

FINAL JUDGMENT IS HEREBY ENTERED.

Dated:

1/31/2025

Judge of the Superior Court, County of San Diego

LOREN G. FREESTONE