

FILED
Superior Court of California
County of Sacramento
02/24/2025
T. Shaddix, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JEROME ADAMS, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

SSP AMERICA FAT, LLC; SSP AMERICA
OAK, LLC; SSP AMERICA ONT, LLC; SSP
AMERICA SAN T1, LLC; SSP AMERICA
SAN, LLC; SSP AMERICA SFO, LLC; SSP
AMERICA SJC, LLC; SSP AMERICA SMF,
LLC; SSP AMERICA STS, LLC; SSP
AMERICA, INC.; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 34-2023-00336801

Assigned for All Purposes to:
Judge Jill Talley
Dept. 23

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: February 21, 2025
Time: 9:00 a.m.
Dept: 23

1 This matter came on for hearing on February 21, 2025, at 9:00 a.m., in Department 23 of
2 the above-captioned Court on the Motion for Final Approval of Class Action Settlement pursuant
3 to California Rule of Court 3.769, this Court's Order Granting Preliminary Approval filed on
4 August 26, 2024, and the Joint Stipulation of Class Action Settlement and PAGA Claims
5 ("Settlement Agreement"), a copy of which was filed in conjunction with the Plaintiff's Motion
6 for Final Approval of Class Action Settlement.

7 Having received and considered the Settlement Agreement, the supporting papers filed by
8 the Parties, and the evidence and argument received by the Court in conjunction with the
9 unopposed Motion for Preliminary Approval of Class Action Settlement and the instant Motion
10 for Final Approval, the Court grants final approval of the Settlement and HEREBY ORDERS
11 AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
13 each Class Member by first-class mail. These papers informed the Class of the terms of the
14 Settlement, their right to receive an Individual Settlement Payment, their right (a) to comment on
15 or object to the Settlement, (b) to request exclusion from the Settlement and pursue their own
16 remedies, and (c) of their right to appear in person or by counsel at the final approval hearing and
17 to be heard regarding approval of the Settlement. Adequate periods of time were provided by
18 each of these procedures. No member of the Class filed written objection to the proposed
19 Settlement as part of this notice process or stated an intention to appear at the final approval
20 hearing.

21 2. The Court finds and determines that this notice procedure afforded adequate
22 protections to Class Members and provides the basis for the Court to make an informed decision
23 regarding approval of the Settlement based on the responses of the Class. The Court finds and
24 determines that the notice provided in this case was the best notice practicable, which satisfied
25 the requirements of law and due process.

26 3. With respect to the Class and for purposes of approving this Settlement only, this
27 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
28 that joinder of all members is impracticable; (b) there are questions of law or fact common to the

1 Class, and there is a well-defined community of interest among members of the Class with respect
2 to the subject matter of the Action; (c) the claims of Class Representative are typical of the claims
3 of the members of the Class; (d) the Class Representative has fairly and adequately protected the
4 interests of the members of the Class; (e) a class action is superior to other available methods for
5 an efficient adjudication of this controversy; and (f) the counsel of record for the Class
6 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their
7 individual and representative capacities for the Class.

8 4. The Court has certified a Class, as that term is defined in and by the terms of the
9 Settlement Agreement as all non-exempt employees employed by SSP America, Inc.; SSP
10 America FAT, LLC; SSP America OAK, LLC; SSP America ONT, LLC; SSP America SAN,
11 LLC; SSP America SFO, LLC; SSP America SJC, LLC; SSP America SMF, LLC; and SSP
12 America STS, LLC at any time during the Class Period. The Class Period means July 11, 2022
13 to August 26, 2024. The Court deems this definition sufficient for purposes of California Rule of
14 Court 3.765(a).

15 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

16 6. The Court hereby confirms Plaintiff Jerome Adams as the Class Representative in
17 this Action.

18 7. The Court finds and determines that the terms set forth in the Settlement
19 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
20 according to its terms, having found that the Settlement was reached as a result of informed and
21 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
22 that the Parties conducted extensive investigation, research, and discovery and that their attorneys
23 were able to reasonably evaluate their respective positions. The Court also finds that the
24 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
25 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
26 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
27 value accorded to the Class.

1 8. The Court further finds and determines that the terms of the Settlement are fair,
2 reasonable and adequate to the Class and to each Participating Class Member and that the
3 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
4 be and hereby are ordered to be consummated.

5 9. The Court hereby approves the Gross Settlement Amount of \$840,946.36.

6 10. The Court finds and determines that the Individual Settlement Payments to be paid
7 to Participating Class Members as provided for by the Settlement are fair and reasonable. The
8 Court hereby gives final approval to and orders the payment of those amounts be made to the
9 Participating Class Members in accordance with the Settlement Agreement.

10 11. The Court finds and determines that payment to the California Labor and
11 Workforce Development Agency of \$22,500.00 as its share of the settlement of civil penalties in
12 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
13 that the payment of that amount be paid in accordance with the Settlement Agreement.

14 12. The Court finds and determines that the fees and expenses in administering the
15 Settlement incurred by Phoenix Settlement Administrators in the amount of \$17,500.00 are fair
16 and reasonable. The Court hereby gives final approval to and orders that the payment of that
17 amount in accordance with the Settlement.

18 13. The Court finds and determines the Class Representatives Enhancement Award
19 of \$7,500.00 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to
20 make this payment to the Plaintiff/Class Representative in accordance with the terms of the
21 Settlement Agreement.

22 14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
23 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
24 \$280,315.45 and litigation costs of \$13,798.60. The Court finds such amounts to be fair and
25 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
26 accordance with the terms of the Settlement Agreement.

1 15. Nothing in this order shall preclude any action to enforce the Parties' obligations
2 under the Settlement or under this order, including the requirement that Defendants make payment
3 to the Participating Class Members in accordance with the Settlement.

4 16. The Court hereby enters final judgment in accordance with the terms of the
5 Settlement Agreement, the Order Granting Preliminary Approval filed on August 26, 2024, and
6 this Order.

7 17. This Judgment is intended to be a final disposition in its entirety of the above
8 captioned action. Without affecting the finality of this judgment in any way, the Court retains
9 jurisdiction of all matters relating to the interpretation, administration, implementation,
10 effectuation, and enforcement of the Settlement pursuant to Code of Civil Procedure section
11 664.6.

12 18. The Parties will bear their own costs and attorneys' fees except as otherwise
13 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
14 costs.

15 19. The Court sets a Compliance Hearing regarding the distribution of settlement
16 funds for **November 14, 2025, at 10:30 a.m.** Class Counsel shall file a declaration regarding the
17 status of the distribution of the settlement funds at least 15 days prior to the hearing.

18
19 DATED: 02/24/2025



Jill Talley

Honorable Jill Talley
JUDGE OF THE SUPERIOR COURT