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ANA MARIA MENDOZA-HERNANDEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ANA MARIA MENDOZA-HERNANDEZ,
as an individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

PACIFIC SNOW VALLEY RESORT, LLC,
a California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2314151

[Assigned for all purposes to the Hon. Joseph T. Ortiz, Dept. S-17]

**[PROPOSED] FINAL JUDGMENT RE:
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

Date: November 17, 2025

Time: 1:00 p.m.

Dept.: S-17

1 This matter came on regularly for hearing before this Court November 17, 2025, pursuant
2 to California Rule of Court 3.769 and this Court’s June 12, 2025 Order Granting Preliminary
3 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the
4 parties’ Stipulation of Settlement (herein “Settlement”)¹ and the documents and evidence
5 presented in support thereof, and the submissions of counsel, the Court hereby ORDERS and
6 enters JUDGMENT as follows:

7 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All current and former non-exempt employees employed by Defendant in
11 California during the period of June 21, 2019 to February 24, 2025.

12 2. Plaintiff Ana Maria Mendoza-Hernandez is hereby confirmed as Class
13 Representative, and Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law,
14 APC and Paul K. Haines of Haines Law Group, APC are hereby confirmed as Class Counsel.

15 3. Notice was provided to the Settlement Class as set forth in the Settlement. The
16 form and manner of notice were approved by the Court on June 12, 2025, and the notice process
17 has been completed in conformity with the Court’s Order. The Court finds that said notice was
18 the best notice practicable under the circumstances. The Notice Packet (which consists of the
19 Notice of Pendency of Class Action and Proposed Settlement and Notice of Individual
20 Settlement Award) provided due and adequate notice of the proceedings and matters set forth
21 therein, informed Settlement Class members of their rights, and fully satisfied the requirements
22 of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.
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27 ¹ Unless otherwise indicated, all terms used in this Judgment shall have the same meaning as
28 assigned to them in the Settlement.

1 4. The Court finds that no Settlement Class member objected to the Settlement, no
2 class members have opted out of the Settlement, and that the 100% participation rate in the
3 Settlement supports final approval.

4 5. The Court hereby approves the settlement as set forth in the Settlement
5 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
6 Agreement according to its terms.

7 6. For purposes of settlement only, the Court finds that (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members individually is
9 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
10 is a well-defined community of interest among members of the Settlement Class with respect to
11 the subject matter of the litigation; (c) the claims of the Class Representative are typical of the
12 claims of the members of the Settlement Class; (d) the Class Representative has fairly and
13 adequately protected the interests of the Settlement Class members; (e) a class action is superior
14 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel
15 are qualified to serve as counsel for the Class Representative and the Settlement Class.

16 7. The Court orders that Defendant deposit the Gross Settlement Amount of
17 \$320,000.00 with Phoenix Settlement Administrator, the Settlement Administrator, as provided
18 for in the Settlement. Specifically, Defendant shall deposit the Gross Settlement Amount with
19 the Settlement Administrator in nine (9) monthly equal installments of \$35,555.56 each, with
20 the first payment due within thirty (30) days of the Court entering an order granting preliminary
21 approval.

22 8. The Court finds that the settlement payments, as provided for in the Settlement,
23 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
24 individual payments in conformity with the terms of the Settlement.

25 9. The Court finds that an incentive payment in the amount of \$10,000.00 for
26 Plaintiff Ana Maria Mendoza-Hernandez is appropriate for her risks undertaken and service to
27 the Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders
28

1 that the Settlement Administrator make this payment in conformity with the terms of the
2 Settlement.

3 10. The Court finds that attorneys' fees in the amount of \$106,666.66 and litigation
4 costs of \$8,695.28 for Class Counsel, are fair, reasonable, and adequate, and orders that the
5 Settlement Administrator distribute these payments to Class Counsel in conformity with the
6 terms of the Settlement.

7 11. The Court orders that the Settlement Administrator shall be paid \$7,950.00 from
8 the Gross Settlement Amount for all of its work done and to be done until the completion of this
9 matter, and finds that sum appropriate.

10 12. For purposes of calculating applicable taxes and withholdings, each Settlement
11 Award shall be allocated as follows: 20 percent as wages, 40 percent as penalties, and 40 percent
12 as interest.

13 13. The Court finds and determines that upon satisfaction of all obligations under the
14 Settlement and this Order, all Participating Settlement Class Members will be bound by the
15 Settlement, will have released the Released Claims as set forth in the Settlement, and will be
16 permanently barred from prosecuting against Defendant any of the Released Claims pursuant to
17 the Settlement.

18 14. Upon the Effective Date of the Release, by virtue of this Judgment, Plaintiff and
19 every member of the Settlement Class fully release and discharge Defendant and ech of its past
20 and present agents, officers, directors, employees, owners, shareholders, investors, members,
21 payroll agents, attorneys, parents, subsidiaries, sister entities, joint and/or integrated employees,
22 affiliates, predecessors, successors, assigns, alter-egos, insurers and/or third-party
23 administrators, including all entities and persons associated with Pacific Snow Valley Resort,
24 LLC and all other persona and entities related thereto (the "Released Parties") from all claims
25 and causes of action, alleged or which could have reasonably been alleged based on the
26 allegations or Labor Code and IWC Wage Order sections in the First Amended Complaint,
27 including claims for: (a) failure to provide meal periods; (b) failure to authorize and permit all
28

rest periods; (c) failure to provide accurate, itemized wage statements; (d) all claims for waiting time penalties; (e) failure to pay all vacation wages; (f) all claims for unfair business practices that could have been premised on the claims, causes of action or legal theories plead in the FAC; (g) all claims under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) that could have been premised on the claims, causes of action or legal theories pled in the FAC; and (h) all damages, penalties, interest, costs (including attorney fees) and other amounts recoverable under said claims or causes of action as to the facts and/or legal theories alleged in the FAC.

15. PAGA Employees, including Plaintiff and the Settlement Class Members as well as those who opt-out from the Class portion of the Settlement, release and forever discharge the Released Parties from all claims, demands, rights, liabilities and causes of action for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) which were pled in Plaintiff’s letter to the LWDA dated June 21, 2023 and the First Amended Complaint in the Action, or which could have been pled based upon the facts or Labor Code and IWC Wage Order sections alleged in the FAC in the Action that arose during the PAGA Period including the following alleged violations: (a) failure to provide meal periods; (b) failure to authorize and permit rest periods; (c) failure to provide accurate, itemized wage statements; (d) failure to timely pay all wages upon termination; and (e) failure to pay all vacations wages.

16. In light of the Class Representative Service Award, Plaintiff released, in addition to the Released Claims, all claims, whether known or unknown, under federal law or state law against the Released Parties. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims, which includes waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

1 17. The releases identified herein will only be effective upon the date that Defendant
2 fully funds the Gross Settlement Amount.

3 18. This document shall constitute a final judgment pursuant to California Rule of
4 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
5 approval hearing, the court must make and enter judgment. The judgment must include a
6 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
7 judgment. The court may not enter an order dismissing the action at the same time as, or after,
8 entry of judgment.”

9 19. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
10 Order, and this Judgment.

11 **JUDGMENT IS SO ENTERED.**

12
13 Dated: _____, 2025

Honorable Joseph T. Ortiz
Judge of the Superior Court