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on behalf of themselves and all others similarly situated

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

CHAD A. LEONHARDT, an individual;
TOOK BUCKSEN, an individual, on behalf of
themselves and others similarly situated,

Plaintiffs,

vs.

DODGE RIDGE MOUNTAIN RESORT,
LLC, a Delaware limited liability company;
and DOES 1 through 50, inclusive

Defendants

Case No. CV65934

CLASS ACTION

Assigned for all purposes to:
Hon. Kevin M. Seibert
Dept.: 1

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT**

Date: August 8, 2025
Time: 8:30 a.m.
Dept.: 1

Original Complaint: February 29, 2024
First Amended Complaint: March 18, 2024
Trial Date: None Set

ORDER

Plaintiffs Chad A. Leonhardt and Took Bucksen (“Plaintiffs”), on behalf of themselves and other similarly situated employees of Defendant Dodge Ridge Mountain Resort, LLC. (“Defendant”) (collectively, “the parties”), filed an unopposed Motion for Preliminary Approval of the parties’ Class Action and PAGA Settlement Agreement (“Settlement Agreement”). The Motion was set for hearing on August 8, 2025, at 8:30 a.m. in Department 1 of the Tuolumne County Superior Court located at 12855 Justice Ctr. Drive, Sonora, CA, 95370, and Defendant does not oppose it. The Court having considered the Settlement Agreement and the proposed Notice of Class Action and PAGA Settlement (“Notice”) at Exhibit A to the Settlement Agreement, the submissions of counsel, and all other papers filed in this litigation, and Defendant’s non-opposition to the Motion, hereby ORDERS as follows:

1. Plaintiffs’ Motion for Preliminary Approval of the parties’ Settlement Agreement, which is attached at Exhibit 1 to the Declaration of Marta Manus, is GRANTED;

2. This Order incorporates by reference the definitions in the Settlement Agreement and all terms defined therein will have the same meaning as in this Order;

3. The Court conditionally certifies a Class consisting of “all persons who are or were employed by Defendant as hourly paid, non-exempt employees in the State of California at any time during the Class Period (i.e., the period from February 29, 2020, through August 8, 2025). Participating Class Members are defined as all Class Members who do not submit a valid and timely Request for Exclusion from the Class portion of the Settlement. (Manus Decl., Exhibit 1, Settlement, p. 5). Should the Settlement not be finally approved, this Order will be rendered null and void and will be vacated, and the fact that the parties were willing to stipulate to class certification as part of the settlement will have no bearing on, nor be admissible in connection with, any issue other than settlement, including without limitation the issue of whether a class should be certified in a non-settlement context. Should the settlement not become final, the parties will revert to their respective positions prior to signing the Settlement Agreement.

4. The class action settlement contemplated by the Settlement Agreement is preliminarily approved based upon the terms set forth in the Settlement Agreement. The

1 Settlement appears to be fair, adequate, and reasonable for the Class and falls within the range of
2 reasonableness that could ultimately be granted final approval by the Court. The preliminary
3 approval of the class action settlement includes the approval for purposes of the Settlement of
4 Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J. Kim, Marta Manus and the other
5 attorneys of D.Law, Inc. as Class Counsel, Plaintiffs Chad A. Leonhardt and Took Bucksen as
6 Class Representatives, and Apex Class Action Administration, LLC (“Apex”) as the
7 Administrator. Class Counsel is authorized to act on behalf of the Class Members with respect to
8 all acts or consents required by or which may be given pursuant to the Settlement Agreement, and
9 such other acts reasonably necessary to consummate the settlement. The Settlement Administrator
10 is authorized to perform such acts as set forth in this Order and the Settlement Agreement.

11 5. The Court approves the parties’ allocation of \$40,000.00 to settle claims under the
12 Labor Code Private Attorneys General Act of 2004 (“PAGA”). Pursuant to Labor Code § 2699(i),
13 75% of this amount, or \$30,000.00, will be paid to the California Labor & Workforce
14 Development Agency, and the remaining 25%, or \$10,000.00, will remain in the Net Settlement
15 Amount to be distributed to the Aggrieved Employees by the Administrator in connection with
16 the checks for their Individual PAGA Payment. (Manus Decl., Exhibit 1, Settlement, p. 4).

17 6. The Notice, attached as Exhibit A to the Settlement Agreement, which is Exhibit 1
18 to the Manus Declaration, advises the Class of the material terms and provisions of the
19 Settlement, the procedure for approval thereof, and their rights with respect thereto, and is
20 approved as to form and content. The Court approves the procedures set forth in the Settlement
21 Agreement for Class Members to participate in, opt out of, and object to the Settlement as set
22 forth in the Notice.

23 7. The Notice will be sent in a Notice Packet by first-class mail to the Class members
24 in accordance with the schedule set forth in the Settlement Agreement. The dates selected for the
25 mailing and distribution of the Class Notice, and the other dates as set forth below, meet the
26 requirements of due process and provide the best notice practicable under the circumstances, and
27 will constitute due and sufficient notice to all persons entitled thereto:
28

1 a. Deadline for Defendant to provide the Class Data to the Administrator in the form
2 of a Microsoft Excel spreadsheet: no later than thirty (30) days after entry of the Court's Order
3 granting preliminary approval to the Settlement.

4 b. Deadline for the Administrator to mail the Class Notice by first-class regular U.S.
5 mail: no later than five (5) calendar days after receipt of the Class Data from Defendant.

6 c. Deadline for class members to mail objections or requests for exclusion to the
7 Administrator: forty-five (45) days after the mailing of the Class Notice.

8 d. Deadline for Administrator to remail Class Notice when any Class Notice is
9 returned as non-delivered on or before the response deadline: within five (5) calendar days of
10 determining that a Notice was undeliverable.

11 e. Deadline for Class Members who receive a re-mailed Class Notice to mail
12 objections or request for exclusions: extended fourteen (14) calendar days from the original
13 Response Deadline.

14 f. Defendant shall pay the Gross Settlement Amount in 3 equal installments of
15 \$150,000.000 as follows: (a) First payment within 75 days following the Effective Date; (b)
16 Second Payment to be made within 3 months from the first installment; and (c) Third and Final
17 Payment to be made within 3 months after the second installment.

18 g. Deadline for Administrator to mail Individual Settlement Payments to
19 Participating Class Members and Individual PAGA Payments to Aggrieved Employees by regular
20 First-Class U.S. Mail to Settlement Class Members' last known mailing address: within ten (10)
21 days of receipt of the fully funded Gross Settlement Amount.

22 h. Deadline for the Administrator to pay class representative service payment to
23 Plaintiffs Chad A. Leonhardt and Took Bucksen: no later than ten (10) days following the receipt
24 of the Gross Settlement Amount by the Administrator from Defendant.

25 i. Deadline for Class Counsel to file a Motion for Final Approval of the Settlement
26 Agreement: 16 Court days before the hearing on Plaintiff's Motion for Final Approval and
27 Motion for Attorneys' Fees and Costs and Class Representative Service Award.
28

1 j. Deadline for Class Counsel to file Motion for Attorneys' Fees and Costs and
2 Representative Service Award within Motion for Final Approval: 16 Court days before Final
3 Settlement Fairness Hearing and hearing on Plaintiff's Motion for Final Approval and Motion for
4 Attorneys' Fees and Costs and Class Representative Enhancement.

5 8. A Final Approval and Settlement Fairness Hearing on the question of whether the
6 proposed Settlement, attorneys' fees and costs to Class Counsel, and the class representative
7 service award and Settlement Administration costs should be approved as fair, reasonable, and
8 adequate as to the Settlement Class and whether the Settlement should be given final approval is
9 scheduled on: _____, 2025 at _____.m. At the final approval hearing,
10 Participating Class Members may be heard orally in support of the Settlement, or in opposition to
11 the Settlement in the event there are objectors.

12 9. The Court reserves the right to adjourn or continue the date of the Settlement
13 Fairness and Final Approval Hearing and all dates provided for in the Settlement Agreement
14 without further notice to the Class and retains jurisdiction to consider all further applications
15 arising out of or connected with the Settlement Agreement.

16 10. The Settlement Agreement will not be construed as an admission or evidence of
17 either liability or the appropriateness of class certification in the non-settlement context, as more
18 specifically set forth in the Settlement Agreement. Entry of this Order is without prejudice to the
19 rights of Defendant to oppose certification of a class in this action should the proposed Settlement
20 not be granted final approval.

21 11. As of the Effective Date, and in accordance with the Settlement Agreement, all
22 Class Members who do not timely submit a Request for Exclusion from the Settlement will be
23 deemed to have forever released and discharged the Released Class Claims as set forth in the
24 Settlement Agreement, and all Aggrieved Employees will be deemed to have forever released and
25 discharged the Released PAGA Claims as set forth in the Settlement Agreement. In the event the
26 Effective Date does not occur for any reason, the Settlement Agreement will be deemed null and
27 void and will have no effect whatsoever.

28

1 12. All further proceedings in this action are stayed except such proceedings necessary
2 to review, approve, and implement this Settlement.

3 13. The Court finds that all required notifications and submissions to the California
4 Labor and Workforce Development Agency (“LWDA”) about the Settlement Agreement and
5 Motion have been made by Plaintiffs in the time and manner specified under the PAGA.

6
7 **IT IS SO ORDERED.**

8
9 Dated: _____

Hon. Kevin M. Seibert
Judge of the Superior Court