

1 Michael R. Crosner (Bar No. 41299)
2 mike@crosnerlegal.com
3 Zachary M. Crosner (Bar No. 272295)
4 zach@crosnerlegal.com
5 **CROSNER LEGAL, PC**
6 9440 Santa Monica Blvd., Ste. 301
Beverly Hills, CA 90210
Tel: (310) 496-5818
Fax: (310) 510-6429

7 Attorneys for Plaintiff Marisal Dobbins

8 **WINSTON LAW GROUP, P.C.**
9 David S. Winston, Esq. CA Bar No. 301667
10 david@employmentlitigators.com
11 1180 South Beverly Drive, Suite 610
Los Angeles, California 90035
Phone: (424) 288-4568
Fax: (424) 532-4062

12 Attorneys for Plaintiff Robert De La Hoya

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN BERNARDINO**
16

17 ROBERT DE LA HOYA, on behalf of
himself and others similarly situated,

18
19 Plaintiff,

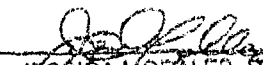
20 vs.

21
22 SIERRA WEST FINISH, INC., a Delaware
23 corporation; and DOES 1 to 50, Inclusive,

24 Defendants.
25
26
27
28

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 12 2022

BY 
JESSICA MORALES, DEPUTY

Case No.: CIVSB2107351

Assigned for all Purposes to:
Hon. David Cohn
Dept. S-26

**[PROPOSED] ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT THEREON**

Date: July 11, 2022
Time: 10:00 a.m.
Dept.: S-26

1 The Court, having read the papers filed regarding Plaintiffs' Motion for Final Approval of
2 Class Action Settlement, having read the papers filed regarding Plaintiffs' Motion for Attorney's
3 Fees and Costs, and having heard argument regarding the Motions, hereby finds and ORDERS as
4 follows:

5 1. The Court has jurisdiction over this matter and over all parties to the action,
6 including the members of the Settlement Class.

7 2. The Stipulation and Settlement Agreement ("Settlement Agreement") attached as
8 Exhibit 1 to the Declaration of Zachary M. Crosner in support of Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement, filed on or about February 2, 2022, is the
10 product of arms-length negotiations between the parties and the terms of the Settlement are fair,
11 reasonable, adequate, and in the best interests of the Settlement Class. The Settlement Agreement
12 therefore is finally approved, and its terms incorporated herein. The Court orders the parties to the
13 Settlement Agreement to perform forthwith their respective duties and obligations thereunder.

14 3. The Settlement Class, which was provisionally certified by the Court in its
15 February 28, 2022 Order Granting Preliminary Approval, hereby is certified under California
16 Code of Civil Procedure Section 382 for purposes of settlement only. The Settlement Class is
17 defined as: "All non-exempt employees employed by Defendant Sierra West Finish, Inc.
18 ("Sierra") from March 16, 2017 through January 31, 2022."

19 4. The Court adjudges Plaintiffs and the Class Members to have released and forever
20 discharged the Released Parties (as defined in the Settlement Agreement), from all claims asserted
21 in the operative Complaint or that could have been asserted in the operative Complaint based on
22 the facts alleged therein, including claims for: (1) failure to pay minimum wages; (2) failure to pay
23 overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest
24 periods; (5) failure to provide accurate wage statements; (6) failure to pay all wages due at
25 termination; (7) failure to reimburse business expenses; (8) violation of the Unfair Competition
26 Law; (9) civil penalties for violation of PAGA based upon the facts alleged in the Plaintiffs'
27 PAGA Notices and/or the operative Complaint.

1 5. The Court further adjudges Plaintiffs Marisal Dobbins and Robert De La Hoya
2 only, in addition to the claims being released by all Class Members, to have released and forever
3 discharged the Released Parties, to the fullest extent permitted by law, of and from any and all
4 claims, known and unknown, asserted and not asserted, which Plaintiffs had or may have against
5 the Released Parties, including all claims related to Plaintiffs' employment with Defendant, as set
6 forth in the Settlement Agreement.

7 6. One Class Member Gonzalo Gonzalez submitted a timely and valid Request for
8 Exclusion from the Settlement.

9 7. The Settlement Administrator is ordered to distribute to the Class Members their
10 respective individual Settlement Payments from the Net Settlement Amount as provided in the
11 Settlement Agreement. Funds attributable to uncashed checks that remain after the void date shall
12 be forwarded to CASA of San Bernardino which is hereby approved by the Court as *cy pres*
13 beneficiary. No funds shall revert to Defendant.

14 8. The hourly rates claimed by Class Counsel Crosner Legal, P.C. and Winston Law
15 Group are reasonable, appropriate, and consistent with the rates charged in the Greater Los
16 Angeles Area for attorneys with similar qualifications, skill, and experience. The hours expended
17 by Class Counsel on the litigation are reasonable. Further, the costs incurred by Class Counsel
18 were reasonable and necessary for the successful prosecution of the case. Accordingly, the Court
19 approves Class Counsel's request for an award of attorney's fees in the amount of \$208,333.33
20 and an award of costs and expenses in the amount of \$7,772.18. Such amounts shall be paid as
21 provided in the Settlement Agreement.

22 9. The request for service awards to Plaintiffs and Class Representatives Marisal
23 Dobbins and Robert De La Hoya in the amount of \$8,000.00 each is reasonable given the risks
24 Plaintiffs assumed and the amount of time Plaintiffs spent assisting with prosecuting the case. The
25 requested amounts also is within the range of reasonableness for such awards approved in other
26 cases. Accordingly, the Court approves the request for service payments to Marisal Dobbins and
27 Robert De La Hoya in the amount of \$8,000.00 each, and the Settlement Administrator is ordered
28 to make such payment consistent with the terms of the Settlement Agreement.

1 10. The Court finds and determines payment to the California Labor & Workforce
2 Development Agency of \$18,750.00 as its share of the settlement of civil penalties under the
3 California Private Attorneys General Act, Labor Code Sections 2698, *et seq.*, is fair, appropriate,
4 and reasonable. The Court hereby finally approves said payment and orders the payment be made
5 per the terms of the Settlement Agreement.

6 11. The Settlement Agreement provides the Settlement Administrator, ILYM Group,
7 Inc., shall be paid from the Gross Settlement Amount in an amount not to exceed \$10,000.00. As
8 set forth in the Declaration of Madely Nava, the Settlement Administrator is owed \$10,000.00 for
9 services rendered and to be rendered in administering the settlement. The Court therefore orders
10 that ILYM Group, Inc. be paid the amount of \$10,000.00 from the Gross Settlement Amount
11 consistent with the terms of the Settlement Agreement.

12 12. A compliance hearing is set for July 11, 2023, at 10:00 a.m., in Department S-26 of
13 the San Bernardino County Superior Court. The parties are ordered to file a joint compliance
14 statement no later than five (5) court days before the compliance hearing, and Plaintiffs are
15 ordered to comply with the provisions of Code of Civil Procedure Section 384 and submit a
16 proposed Amended Judgment no later than five (5) court days before the compliance hearing.

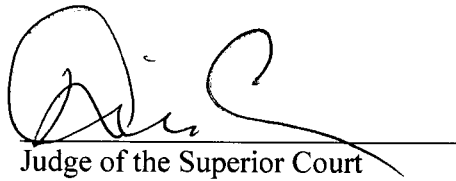
17 13. Under California Rule of Court 3.769(h), without affecting the finality of this Order
18 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
19 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
20 contemplated becomes effective and each and every act agreed to be performed by the parties has
21 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
22 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
23 construction, and interpretation of the Settlement Agreement.

24 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
25 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
26 This Order and Judgment is not a finding of the validity or invalidity of any claims in this action
27 or a determination of any wrongdoing by any party. The final approval of the parties' settlement
28 will not constitute any opinion, position or determination of this Court as to the merits of the

1 claims or defenses of any party.

2 15. Judgment is hereby entered as follows: Plaintiffs Marisal Dobbins and Robert De
3 La Hoya and the Class Members, consisting of all non-exempt employees employed by Defendant
4 Sierra from March 16, 2017 through January 31, 2022, who have not otherwise opted out, shall
5 take nothing from Defendant, except as set forth in the Settlement Agreement. The Court shall
6 retain jurisdiction over the parties to interpret, implement and enforce this Judgment.

7
8
9 Dated: 7/12/22


Judge of the Superior Court
DAVID COHN