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

JAN 13 2026

BY 
VALERIE URUENA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

SOFIANE IBELAIDENE, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

KELLER INTERIORS LLC., a California
limited liability company; LOWE'S HOME
CENTERS, LLC, a North Carolina limited
liability company; and DOES 1 through 100,

Defendants.

Case No. CIVSB2210336

[Case assigned for all purposes to the
Hon. ~~Christian Towns~~ in Dept. S-26]

RAFAEL A ARREOLA

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

Date: January 13, 2026
Time: 8:30 a.m.
Dept.: S26

Complaint Filed: May 19, 2022
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on January 13, 2026, at 8:30 a.m.,
2 pursuant to California Rule of Court 3.769 and this Court's January 24, 2025 Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the Parties'
4 Class Action Settlement Agreement (herein "Settlement Agreement" or "Settlement") and the documents
5 and evidence presented in support thereof, and recognizing the disputed factual and legal issues involved
6 in this case, the risks of further prosecution and the substantial benefits to be received by the Settlement
7 Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is
8 fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the
9 Parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval
10 of Class Action Settlement and ORDERS as follows:

11 1. Final judgment is hereby entered in conformity with the Settlement Agreement and this
12 Final Approval Order.

13 2. The conditional class certification contained in the Preliminary Approval Order is hereby
14 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
15 as:

16 All persons employed by Defendant Keller Interiors LLC in California as
17 hourly-paid, non-exempt employees from May 19, 2018 through April 1,
2023 (the "Class Period").

18 3. Plaintiff Sofiane Ibelaidene is hereby confirmed as Class Representative, and Paul K.
19 Haines and Sean M. Blakely of Haines Law Group, APC are hereby confirmed as Class Counsel.

20 4. On October 7, 2025, notice was provided to the Settlement Class as set forth in the
21 Settlement. The form and manner of notice were approved by the Court on January 24, 2025, and the
22 notice process has been completed in conformity with the Court's Order. The Court finds that said notice
23 was the best notice practicable under the circumstances. The court-approved Class Notice provided due
24 and adequate notice of the proceedings and matters set forth therein, informed Settlement Class members
25 of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),
26 California Rule of Court 3.769, and due process.

27 5. The Court finds that no Settlement Class member objected to the Settlement or opted out
28 of the Settlement, resulting in a 100% participation.

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

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

13 8. The Court finds that given the absence of objections to the Settlement, and objections
14 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

15 9. The Court orders Defendant to deliver the Gross Settlement Amount of Two Hundred
16 Twenty Thousand Dollars and Zero Cents (\$220,000.00) to the Settlement Administrator, as provided for
17 in the Settlement. Specifically, Defendant shall deposit the Gross Settlement Amount with the Settlement
18 Administrator within thirty (30) calendar days of the Effective Date.

19 10. The Court finds that the Individual Settlement Payments, as provided for in the Settlement,
20 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the Individual
21 Settlement Payments in conformity with the terms of the Settlement.

22 11. The Court finds that a service payment in the amount of \$5,000.00 for Plaintiff is
23 appropriate for his risks undertaken and service to the Settlement Class. The Court finds that this service
24 payment is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
25 payment in conformity with the terms of the Settlement.

26 12. The Court finds that attorneys' fees in the amount of \$73,333.33 and actual litigation costs
27 of \$5,096.25 for Class Counsel, are fair, reasonable, and adequate in light of the common fund created
28 by the Settlement, and orders that the Settlement Administrator distribute these payments to Class

1 Counsel in conformity with the terms of the Settlement.

2 13. The Court orders that the Settlement Administrator, Phoenix Settlement Administrators,
3 shall be paid \$8,000.00 from the Gross Settlement Amount in conformity with the terms of the
4 Settlement, for all of its work done and to be done until the completion of this matter and finds that sum
5 appropriate.

6 14. The Court finds that the payment to the California Labor & Workforce Development
7 Agency ("LWDA") in the amount of \$7,500.00 for its 75% share of the \$10,000.00 settlement of
8 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
9 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this
10 payment to the LWDA in conformity with the terms of the Settlement. The remaining 25% or \$2,500 is
11 to be distributed to the 173 PAGA Group Members in conformity with the terms of the Settlement.

12 15. This Court orders that any settlement checks shall be valid and negotiable for 180 days
13 from the date of issuance of the check, and that any settlement checks that remain uncashed after 180
14 days after they are mailed shall be transmitted to the Controller of the State of California to be held
15 pursuant to the Unclaimed Property Law, California Code of Civil Procedure, § 1500 *et. seq.* in the names
16 of the Settlement Class members and PAGA Group Members who did not cash their settlement checks
17 until such time as they claim their property.

18 16. The Settlement is not an admission by Defendant, nor is this Order and Final Judgment a
19 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and
20 Final Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out
21 the Settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing on the
22 part of Defendant.

23 17. Upon the Effective Date and the complete funding of the Gross Settlement Amount,
24 Defendant and the Released Parties shall receive a release from the participating Settlement Class
25 members of all claims, charges, complaints, liens, demands, causes of action, obligations, damages and
26 liabilities, known or unknown, suspected or unsuspected, that each participating Settlement Class
27 member had, now has, or may hereafter claim to have against Defendant and the Released Parties that
28 were asserted in the Action, or that arise from or could have been asserted based on any of the facts,

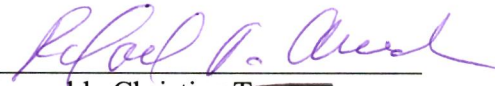
1 circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to
2 act alleged in the Action that occurred during the Class Period regardless of whether such claims arise
3 under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law
4 which occurred during the Class Period, and expressly excluding all other claims, including claims for
5 vested benefits, wrongful termination, unemployment insurance, disability, social security, workers'
6 compensation, and class claims outside of the Class Period ("Released Class Claims"). The Released
7 Class Claims specifically include all claims for: (1) minimum wage violations (pursuant to Labor Code
8 §§ 226.2, 1182.12, 1194, 1194.2 and 1197); (2) failure to pay all overtime wages (pursuant to Labor Code
9 §§ 204, 510, 558, 1194 and 1198); (3) meal period violations (pursuant to Labor Code §§ 226.7, 512 and
10 558); (4) rest period violations (pursuant to Labor Code §§ 226.2, 226.7, 516 and 558); (5) failure to
11 reimburse necessary business expenses (pursuant to Labor Code §§ 2802 and 2804); (6) wage statement
12 violations (pursuant to Labor Code §§ 226 et seq. and 246); (7) waiting time penalties (pursuant to Labor
13 Code §§ 201 – 203); and (8) unfair competition (pursuant to Bus. & Prof. Code §§ 17200 et seq.). The
14 enumeration of these specific statutes shall neither enlarge nor narrow the scope of res judicata based on
15 the claims that were asserted in the Action or could have been asserted in the Action based on the facts
16 and circumstances alleged in the Complaint. In addition, upon the Effective Date, the LWDA shall be
17 deemed to have, and by operation of the Final Approval Order and Judgment shall have, released the
18 Released Parties from any claim for civil penalties arising out of the Released Class Claims or pursuant
19 to Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.7, 246, 510, 512, 516, 558, 1174, 1182.12,
20 1194, 1194.2, 1197, 1198, 2802, and 2804 and the related IWC Wage Orders.

21 18. This document shall constitute a final judgment pursuant to California Rule of Court
22 3.769(h) which provides, "If the court approves the settlement agreement after the final approval hearing,
23 the court must make and enter judgment. The judgment must include a provision for the retention of the
24 court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order
25 dismissing the action at the same time as, or after, entry of judgment." The Court will retain jurisdiction
26 to enforce the Settlement, this Final Approval Order, and the Judgment entered in connection with the
27 Settlement.
28

1 19. The Settlement Administrator shall file a declaration regarding the disbursement of
2 Settlement funds on or before January 13, 2027. A Non-Appeal Case Review Re: Filing of Final
3 Disbursement Declaration is set for Jan 29, 2027 at 8:30 a.m.

4
5 **IT IS SO ORDERED.**

6
7 Dated: 1-13, 2026


Honorable ~~Christian Towns~~
Judge of the Superior Court

RAFAEL A ARREOLA