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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **IN AND FOR THE COUNTY OF SAN DIEGO**

17
18 MANUEL FIMBRES, ANDY DOHRER,
19 RYAN HOUSER, ABENS PONCE, and
20 ELIOT WARNER, individuals, on behalf of
21 themselves and on behalf of all persons
22 similarly situated,

Plaintiffs,

v.

23 DREAMSTYLE REMODELING OF
24 CALIFORNIA, LLC, a Delaware limited
25 liability company; DREAMSTYLE
26 REMODELING OF CALIFORNIA, INC., a
27 California corporation; DREAMSTYLE
28 REMODELING, INC., a New Mexico
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. 37-2022-00013690-CU-OE-CTL

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
APPROVAL OF CLASS COUNSEL AWARD,
AND CLASS REPRESENTATIVE SERVICE
AWARD**

Date: May 17, 2024

Time: 9:00 a.m.

Judge: Hon. James A. Mangione

Dept.: C-75

FILED
Clerk of the Superior Court

MAY 17 2024

By: N. Calantoc, Deputy

1 **SELIGSON LAW P.C.**

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1 This matter came on for hearing on May 17, 2024, at 9:00 a.m., in front of the Hon. James A.
2 Mangione, presiding, Plaintiff's unopposed Motion for Order Granting Final Approval of Class and
3 PAGA Action Settlement and Entering Judgment pursuant to California Rule of Court 3.769, with the
4 attorneys from the JCL LAW FIRM, APC, ZAKAY LAW GROUP, APLC, SELIGSON LAW P.C., as
5 counsel for plaintiffs MANUEL FIMBRES, ANDY DOHRER, RYAN HOUSER, ABENS PONCE,
6 and ELIOT WARNER (hereinafter "Plaintiffs") and counsel from CAHILL & CAMPITIELLO, LLP,
7 appearing as counsel for defendants Dreamstyle Remodeling of California, LLC, Dreamstyle
8 Remodeling of California, Inc., and Dreamstyle Remodeling, Inc. (hereinafter "Defendants").

9 The Court, having received and carefully considering the Stipulation of Settlement of Class and
10 PAGA Action Claims and Release of Claims filed on November 21, 2023, ("Agreement"), a true and
11 correct copy of which is attached hereto as Exhibit A, the supporting papers filed by the Parties, the
12 evidence and argument received by the Court in conjunction with the unopposed Motion for Preliminary
13 Approval of Class Action Settlement heard on December 15, 2023, the instant Motion for Order
14 Granting Final Approval of Class and PAGA Action Settlement, the Court grants final approval of the
15 Settlement and HEREBY ORDERS, ADJUDICATES and DECREES THE FOLLOWING:

16 1. All capitalized terms used herein shall have the same meaning as defined in the
17 Agreement.

18 2. Pursuant to the Order Granting Preliminary Approval, the Class Notice was sent to each
19 Class Member via U.S. First Class Mail. The Class Notice informed the Class Members of the terms of
20 the Settlement, and of (a) their right to receive an Individual Settlement Payments, (b) their right to
21 comment on or object to the Settlement, (c) their right to request exclusion from the Settlement and
22 pursue their own remedies, and (d) their right to appear in person or by counsel at the final approval
23 hearing and to be heard regarding approval of the Settlement. Adequate periods of time were provided
24 by each of these procedures.

25 3. Following the conclusion of the response deadline, the Administrator reports that it
26 received *zero (0) written objections* to the Settlement and *zero (0) written requests for exclusion* from
27 the Settlement.

28 4. The Court finds and determines that the notice procedure afforded adequate protections to

1 the Class and provides the basis for the Court to make an informed decision regarding approval of the
2 Settlement based on the responses of the Class. The Court finds and determines that the notice provided
3 in this case was the best notice practicable, which satisfied the requirements of law and due process.

4 5. With respect to the Class and for purposes of approving this Settlement only, this Court
5 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of
6 all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a
7 well-defined community of interest among the Class with respect to the subject matter of the Action; (c)
8 the claims of Class Representatives Manuel Fimbres, Andy Dohrer, Ryan Houser, Abens Ponce, and
9 Eliot Warner are typical of the claims of the Class; (d) the Class Representatives have fairly and
10 adequately protected the interests of the Class; (e) a class action is superior to other available methods
11 for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
12 Representatives, i.e., Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, Shani Zakay, Esq. of the
13 Zaky Law Group, APLC, Kenneth Seligson, Esq. of Seligson Law P.C. (hereinafter "Class Counsel"),
14 are qualified to serve as counsel for the Class Representatives and the Class.

15 6. The Court has certified the Non-Exempt Piece Rate Class and the Non-Exempt Hourly
16 Class, as those terms are defined in and by the terms of the Agreement as follows:

17 "Non-Exempt Piece Rate Class" means all non-exempt employees who
18 worked solely on a piece rate basis and hourly combination basis, who are
19 or previously were employed by Defendants and performed work in
20 California during the Class Period.

21 "Non-Exempt Hourly Class" means all non-exempt employees who worked
22 solely on an hourly basis, who are or previously were employed by
23 Defendants and performed work in California during the Class Period. The
24 Non-Exempt Piece Rate Class and the Non-Exempt Hourly Class may be
25 referred to collectively as the "Class Members".

26 7. The Court deems the definition of Class sufficient for purposes of California Rule of Court
27 3.765(a).

28 8. The Court hereby confirms Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, and

1 Shani Zakay, Esq. of the Zakay Law Group, APLC and Kenneth Seligson, Esq. of Seligson Law P.C. as
2 Class Counsel for the Class Representatives in this Action.

3 9. The Court hereby confirms Plaintiffs Manuel Fimbres, Andy Dohrer, Ryan Houser, Abens
4 Ponce, and Eliot Warner as the Class Representatives in this Action.

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

14 11. The Court further finds and determines that the terms of the Settlement, including the
15 Gross Settlement Amount of \$1,363,126.56 are fair, reasonable and adequate to the Class and to each
16 member of the Class and that the Settlement is ordered finally approved, and that all terms and provisions
17 of the Settlement should be and hereby are ordered to be consummated.

18 12. The Court further finds and determines that Class Counsel satisfied California Labor Code
19 § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the Private
20 Attorney General Act ("PAGA") on December 4, 2023.

21 13. The Court finds and determines that the Individual Settlement Payments to be paid to
22 participating members of the Class as provided for by the Settlement are fair and reasonable. The Court
23 hereby gives final approval to and orders the payment of those amounts be made to the participating
24 Class Members in accordance with the Agreement.

25 14. The Court finds and determines that the LWDA Payment (75% of the PAGA Settlement)
26 of \$37,500.00 and the Aggrieved Employee Payment (25% of the PAGA Settlement) of \$12,500.00 in
27 this case are fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that
28 the payment of those amounts be paid in accordance with the Agreement.

1 15. The Court finds and determines that the fees and expenses in administrating the Settlement
2 incurred by Apex Class Action LLC in the amount of \$12,000.00 are fair and reasonable. The Court
3 hereby gives final approval to and orders that the payment of that amount in accordance with the
4 Settlement.

5 16. The Court finds and determines the Class Representative Service Award in the amount of
6 \$52,000.00 to the Class Representatives, \$10,000 for each Plaintiff Andy Dohrer, Ryan Houser, Abens
7 Ponce, and Eliot Warner and \$12,500 for Plaintiff Manuel Fimbres, is fair and reasonable. The Court
8 hereby orders the Administrator to make this payment to the Class Representatives in accordance with
9 the terms of the Agreement.

10 17. Pursuant to the terms of the Settlement, and the authorities, evidence and arguments
11 submitted by Class Counsel, the Court hereby awards a payment of a Class Counsel Award in the total
12 sum of \$484,375.52. The payment of the Class Counsel Award is comprised of two components. First,
13 \$454,375.52 as attorneys' fees which represents one-third of the Gross Settlement Amount. The
14 attorneys' fee portion of the payment for Class Counsel Award shall be allocated as follows: 45% to the
15 JCL Law Firm, APC, 45% to the Zakay Law Group, APLC, and 10% to Seligson Law P.C. Second, ~~up~~
16 ~~to~~ \$17,907.30 for litigation expenses as evidenced by Class Counsels' billing records. The
17 Administrator shall allocate the expenses award according to Class Counsels' actually incurred litigation
18 expenses as stated and supported in their respective declarations filed in support of this motion. The
19 Court finds such amounts to be fair and reasonable. The Court hereby orders the Administrator to make
20 these payments in accordance with the terms of the Agreement.

21 18. Without affecting the finality of this order or the entry of judgment in any way, the Court
22 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
23 effectuation, and enforcement of this order and the Settlement.

24 19. Neither Defendants nor any related persons or entities shall have any further liability for
25 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided
26 for by the Agreement.

27 20. Neither the making of the Agreement nor the entry into the Agreement constitutes an
28 admission by Defendants, nor is this Order a finding of the validity of any claims in the Action or of any

1 other wrongdoing. Further, the Agreement is not a concession, and shall not be used as an admission of
2 any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the
3 terms of the Agreement be construed as an admission or concession by or against Defendants or any
4 related person or entity.

5 21. Nothing in this order shall preclude any action to enforce the Parties' obligations under
6 the Settlement or under this order, including the requirement that Defendants make payments to the
7 participating Class Members in accordance with the Settlement.

8 22. The Court hereby enters final judgment in accordance with the terms of the Agreement,
9 the Order Granting Preliminary Approval of Class and PAGA Action Settlement granted on December
10 15, 2023, and this order.

11 23. The Parties will bear their own costs and attorneys' fees except as otherwise provided by
12 this Court's Order awarding the payment of attorneys' fees and costs.

13 24. Upon completion of administration of the Settlement, the Settlement Administrator will
14 provide written certification of such completion to the Court and counsel for the Parties which shall be
15 filed with the Court five (5) court days before the ^{Status Conference} ~~non-appearance compliance hearing~~ set for
16 September 6, 2024 at 9:45am, in Dept. C-75.

17 25. Accordingly, the motions for Final Approval of Class and PAGA Action Settlement and,
18 Motion for Final Approval of the payment of the Class Counsel Award, and the Class Representative
19 Service Awards are GRANTED.

20
21 IT IS SO ORDERED, ADJUDICATED AND DECREED

22
23 Date: 5.17.24, 2024

 **JAMES A. MANGIONE**
JUDGE OF THE SUPERIOR COURT