

1 **JCL LAW FIRM, APC**
2 Jean-Claude Lapuyade (State Bar #248676)
3 5440 Morehouse Drive, Suite 3600
4 San Diego, CA 92121
5 Telephone: (619) 599-8292
6 jlapuyade@jcl-lawfirm.com

7 **ZAKAY LAW GROUP, APLC**
8 Shani O. Zakay (State Bar #277924)
9 5440 Morehouse Drive, Suite 3600
10 San Diego, CA 92121
11 Telephone: (619) 255-9047
12 Facsimile: (858) 404-9203
13 shani@zakaylaw.com

14 Attorneys for PLAINTIFFS

15 *(Additional Counsel on Next Page)*

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

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,

23 Plaintiffs,

24 v.

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

Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

2/26/2025 1:02:38 PM

Clerk of the Superior Court
By B. Montijo ,Deputy Clerk

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

**~~PROPOSED~~ SECOND AMENDED 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

SELIGSON LAW P.C.

Kenneth Seligson (State Bar #326326)

Kaitlin Martinez (State Bar #348006)

2219 Main St, Suite 710

Santa Monica, CA 90405

Telephone: (213) 293-6692

ken@seligsonlaw.com

kaitlin@seligsonlaw.com

Attorney for PLAINTIFFS

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 the Declaration of Jean-Claude Lapuyade, Esq. as Exhibit 1, the
12 supporting papers filed by the Parties, the evidence and argument received by the Court in conjunction
13 with the unopposed Motion for Preliminary Approval of Class Action Settlement heard on December
14 15, 2023, the instant Motion for Order Granting Final Approval of Class and PAGA Action Settlement,
15 the Court grants final approval of the Settlement and HEREBY ORDERS, ADJUDICATES and
16 DECREES THE FOLLOWING:

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

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

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

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

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

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

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

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

27 7. The Court deems the definition of Class sufficient for purposes of California Rule of Court
28 3.765(a).

1 8. The Court hereby confirms Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, and
2 Shani Zakay, Esq. of the Zakay Law Group, APLC and Kenneth Seligson, Esq. of Seligson Law P.C. as
3 Class Counsel for the Class Representatives in this Action.

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

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

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

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

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

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

1 the payment of those amounts be paid in accordance with the Agreement.

2 15. The Court finds and determines that the fees and expenses in administering the Settlement
3 incurred by Apex Class Action LLC in the amount of \$12,500.00 are fair and reasonable. The Court
4 hereby gives final approval to and orders that the payment of that amount in accordance with the
5 Settlement.

6 16. The Court finds and determines the Class Representative Service Award in the amount of
7 \$52,500.00 to the Class Representatives, \$10,000 for each Plaintiff Andy Dohrer, Ryan Houser, Abens
8 Ponce, and Eliot Warner and \$12,500 for Plaintiff Manuel Fimbres, is fair and reasonable. The Court
9 hereby orders the Administrator to make this payment to the Class Representatives in accordance with
10 the terms of the Agreement.

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

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

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

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1 20. Neither the making of the Agreement nor the entry into the Agreement constitutes an
2 admission by Defendants, nor is this Order a finding of the validity of any claims in the Action or of any
3 other wrongdoing. Further, the Agreement is not a concession, and shall not be used as an admission of
4 any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the
5 terms of the Agreement be construed as an admission or concession by or against Defendants or any
6 related person or entity.

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

10 22. The Court hereby enters final judgment in accordance with the terms of the Agreement,
11 the Order Granting Preliminary Approval of Class and PAGA Action Settlement granted on December
12 15, 2023, and this order.

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

15 24. Upon completion of administration of the Settlement, the Settlement Administrator will
16 provide written certification of such completion to the Court and counsel for the Parties which shall be
17 filed with the Court five (5) court days before the Status Conference set for September 6, 2024, at 9:45
18 a.m. in Dept. C-75.

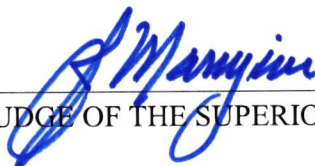
19 25. **Pursuant to the Supplemental Declaration of Madely Nava of APEX Class Action,**
20 **LLC, a total of \$78,409.30 remains uncashed after the January 13, 2025, check cashing deadline**
21 **date. On February 13, 2025, in accordance with the terms of the Parties' Settlement Agreement,**
22 **the unclaimed funds will be sent to the Community Law Project.**

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1 26. Accordingly, the motions for Final Approval of Class and PAGA Action Settlement and,
2 Motion for Final Approval of the payment of the Class Counsel Award, and the Class Representative
3 Service Awards are GRANTED.

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5 IT IS SO ORDERED, ADJUDICATED AND DECREED

6
7 Date: 2.26.25, 2025

 JAMES A. MANGIONE
JUDGE OF THE SUPERIOR COURT