

Electronically Received 09/04/2024 12:25 PM

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**FILED**  
Superior Court of California  
County of Los Angeles  
09/10/2024  
David W. Slayton, Executive Officer / Clerk of Court  
By: \_\_\_\_\_ A. He \_\_\_\_\_ Deputy

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9 **SUPERIOR COURT OF CALIFORNIA**  
10 **IN AND FOR THE COUNTY OF LOS ANGELES**

11  
12 ROXANNE WELCKER, as an individual and on  
behalf of all others similarly situated,  
13 Plaintiff,  
14  
15 v.  
16 DIMENSION DEVELOPMENT TWO, LLC, a  
Louisiana limited liability company;  
17 DIMENSION DEVELOPMENT COMPANY,  
INC., a Louisiana corporation; G & B HOTEL  
18 EMPLOYEE LEASING, LLC, a Delaware  
limited liability company; and DOES 1-100  
19 inclusive,  
20 Defendants.

CASE NO. 22STCV06409

Assigned for All Purposes to:  
Hon. Stuart M. Rice  
Dept. SSC-1

~~PROPOSED~~ ORDER GRANTING  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
REQUEST FOR ATTORNEY'S FEES  
AND COSTS, AND JUDGMENT  
THEREON

Date: August 21, 2024  
Time: 10:30 a.m.  
Dept.: SSC-1

1           The Court, having read the papers filed with regard to Plaintiff’s motion for final approval  
2 of a class action settlement and request for attorney’s fees and costs, and having heard argument  
3 on the motion, hereby finds and ORDERS as follows:

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

6           2.       The Class Action Settlement Agreement and Class Notice, attached as Exhibit 1 to  
7 the Sepideh Ardestani (filed on or about November 2, 2023) (the “Settlement Agreement”), is the  
8 product of arms-length negotiations between the parties and the terms of the Settlement  
9 Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. The  
10 Settlement Agreement therefore is finally approved, and its terms incorporated herein. The Court  
11 orders the parties to the Settlement Agreement to perform forthwith their respective duties and  
12 obligations thereunder.

13          3.       The Settlement Class, which was provisionally certified by the Court in its  
14 December 1, 2023 Order Granting Preliminary Approval, hereby is certified under California  
15 Code of Civil Procedure Section 382 for purposes of settlement only. The Settlement Class  
16 includes all non-exempt employees of Defendants G&B Hotel Employee Leasing, LLC,  
17 Dimension Development Company, Inc., and Dimension Development Two (“Defendants”) in  
18 California during the Class Period of November 9, 2018 to March 27, 2023.

19          4.       The Court adjudges Plaintiff and the Participating Class Members to have released  
20 and forever discharged the Released Parties (as defined in the Settlement Agreement), to the  
21 fullest extent permitted by law, from any and all claims, debts, liabilities, demands, obligations,  
22 guarantees, costs, expenses, attorneys’ fees, damages, or causes of action contingent or accrued  
23 for that are pleaded, or that could have been pleaded, based on the allegations and claims asserted  
24 in the operative Complaint, including any claims for alleged unpaid overtime wages, unpaid  
25 minimum wages, failure to receive final pay upon termination, alleged unpaid meal and rest  
26 period premiums, failure to reimburse, failure to furnish accurate and itemized wage statements,  
27 failure to maintain required records, and waiting time penalties, arising under the California  
28 Labor Code IWC Wage Orders, or Business & Professions Code (including Section 17200 et

1 seq.). This release shall apply to all claims arising at any point during the Class Period..

2 5. Plaintiff Roxanne Welcker only, in addition to the claims being released by all  
3 Participating Class Members, is adjudged to have released and forever discharged the Released  
4 Parties, to the fullest extent permitted by law, of and from any and all claims, known and  
5 unknown, asserted and not asserted, which Plaintiff had or may have against the Released Parties  
6 as of the date of execution of the Settlement Agreement.

7 6. The Settlement Administrator is ordered to distribute to the participating Class  
8 Members their respective individual settlement payments from the Net Settlement Amount as  
9 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after  
10 the check void date shall be forwarded to the California State Controller's Unpaid Property Fund.  
11 No funds shall revert to Defendants.

12 7. The Court further orders that the Class Members be provided with notice of this  
13 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a  
14 copy of this Order and Judgment on its website for sixty (60) days.

15 8. The Court approves an award of attorney's fees to Class Counsel's in the amount  
16 of \$100,844.00, and an award of costs and expenses in the amount of \$14,050.18. Such amounts  
17 shall be paid as provided in the Settlement Agreement.

18 9. The Court approves a service payment to plaintiff and Class Representative  
19 Roxanne Welcker in the amount of \$7,500.00, and the Settlement Administrator is ordered to  
20 make such payment consistent with the terms of the Settlement Agreement.

21 10. The Settlement Agreement provides the Settlement Administrator, Atticus  
22 Administration, LLC, shall be paid from the Gross Settlement Amount and, as set forth in the  
23 Declaration of Bryn Bridley, the Settlement Administrator is owed \$12,500.00 for services  
24 rendered and to be rendered in administering the settlement. The Court therefore orders that  
25 Atticus be paid the amount of \$12,500.00 from the Gross Settlement Amount consistent with the  
26 terms of the Settlement Agreement.

27 11. From the Gross Settlement Amount of \$302,652.00, and as set forth above, the  
28 Court approves the following deductions:

- 1           a.       \$100,844.00 in attorney’s fees to Crosner Legal;  
2           b.       \$14,050.18 in litigation costs and expenses to Crosner Legal;  
3           c.       \$7,500.00 as a representative enhancement to plaintiff Roxanne Welcker; and  
4           d.       \$12,500.00 in settlement administration costs to Atticus Administration, LLC  
5 leaving a Net Settlement Amount of \$167,717.82 available for distribution to the Participating  
6 Class Members.

7           12.     A non-appearance compliance review is set for May 16, 2025 in Department SSC-  
8 1 of the Los Angeles County Superior Court. The parties are ordered to file a joint compliance  
9 report no later than ten (10) calendar days before the compliance hearing.

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

17          14.     Neither this Order and Judgment nor the Settlement Agreement upon which it is  
18 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.  
19 This Order is not a finding of the validity or invalidity of any claims in this action or a  
20 determination of any wrongdoing by any party. The final approval of the parties’ settlement will  
21 not constitute any opinion, position or determination of this Court as to the merits of the claims or  
22 defenses of any party.

23          15.     Judgment is hereby entered as follows: Plaintiff Roxanne Welcker and the  
24 Participating Class Members, consisting of all non-exempt employees of Defendants in California  
25 during the Class Period of November 9, 2018 to March 27, 2023, who have not otherwise opted  
26 out, shall take nothing from Defendants, except as set forth in the Settlement Agreement.

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15. The Court shall retain jurisdiction over the parties to interpret, implement and enforce this Judgment.



Handwritten signature of Stuart M. Rice in black ink.

Dated: UN] c{ à^! F-ÉGG

Stuart M. Rice / Judge

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Judge of the Superior Court