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FILED
 Superior Court of California
 County of Los Angeles
 12/01/2023
 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 ROXANNE WELCKER, as an individual on
 12 behalf of herself and on behalf of all others
 13 similarly situated,
 14 Plaintiff,
 15 v.
 16 DIMENSION DEVELOPMENT TWO, LLC, a
 17 Louisiana limited liability company;
 DIMENSION DEVELOPMENT COMPANY,
 18 INC., a Louisiana corporation; G & B HOTEL
 EMPLOYEE LEASING, LLC, a Delaware
 19 limited liability company; and DOES 1-100
 20 inclusive,
 21 Defendants.

CASE NO. 22STCV06409

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

**~~PROPOSED~~ ORDER GRANTING
 MOTION FOR PRELIMINARY
 APPROVAL OF CLASS ACTION
 SETTLEMENT**

Date: November 29, 2023
 Time: 10:30 a.m.
 Dept.: SSC-1

1 **PROPOSED** ORDER

2 **GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

3 The Court has before it Plaintiff Roxanne Welcker’s (“Plaintiff”) Motion for Preliminary
4 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval of
5 Class Action Settlement and Memorandum of Points and Authorities, the supporting Declarations
6 of Sepideh Ardestani, Plaintiff Roxanne Welcker, and Christopher Longley, and good cause
7 appearing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

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9 1. The Court grants preliminary approval of the proposed Settlement and the Settlement
10 Class based upon the terms set forth in the Amended Class Action Settlement Agreement and
11 Class Notice (the “Settlement Agreement” or “Settlement”) attached as Exhibit 1 to the
12 Declaration of Sepideh Ardestani in Support of Plaintiff’s Motion for Preliminary Approval of
13 Class Action Settlement. The Court finds on a preliminary basis that the Settlement Agreement
14 appears to be fair, adequate, and reasonable, and therefore meets the requirements for preliminary
15 approval. The Court also preliminarily finds that the terms of the Settlement Agreement appear to
16 be within the range of possible approval, pursuant to California Code of Civil Procedure section
17 382 and applicable law.

18 2. The Settlement falls within the range of reasonableness of a settlement which could
19 ultimately be given final approval by this Court, and appears to be presumptively valid, subject
20 only to any objections that may be raised at the Final Approval Hearing and final approval by this
21 Court. The Court notes that Defendants Dimension Development Two, LLC, Dimension
22 Development Company, Inc., and G&B Employee Leasing, LLC (hereinafter collectively,
23 “Defendants,” and together with Plaintiff, the “Parties”) agreed to create a common gross fund of
24 \$320,625.00 (the “Gross Settlement Amount”), subject to an escalator clause and in addition to
25 Defendants’ employer’s share of payroll taxes, to cover: (a) individual settlement payments to
26 Class Members who do not validly opt out; (b) a Class Representative Service Payment of up to
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1 \$7,500.00 to Plaintiff for her contributions and participation in the litigation; (c) Class Counsel’s
2 attorneys’ fees not to exceed 33 1/3% of the Gross Settlement Amount; (e) up to \$15,000.00 as
3 reimbursement for actual litigation costs incurred by Class Counsel; and (f) an Administration
4 Expenses Payment of up to \$11,000.00.

5 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
6 reasonable to the Class Members when balanced against the probable outcome of further
7 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
8 significant informal discovery, investigation, research, and litigation have been conducted such
9 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
10 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by
11 the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the
12 result of serious, informed, adversarial, and arms-length negotiations between the Parties.
13 Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in
14 good faith and meets the requirements for preliminary approval.

15 4. A final fairness hearing on the question of whether the proposed Settlement Agreement,
16 Class Counsel’s attorneys’ fees and costs, and the Class Representative Service Payment should
17 be finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set
18 for May 17, 2024, at 10:30 a.m. in the Department SSC-1 of the above captioned Court.

19 5. The Court provisionally certifies, for settlement purposes only, the following class (the
20 “Settlement Class”): All non-exempt employees of Defendants in California during the Class
21 Period, meaning from November 9, 2018 to March 27, 2023. Excluded from the Settlement Class
22 are all Class Members who submit a valid and timely Request for Exclusion from the Settlement.
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24 6. Any Class Member who does not request exclusion from the Settlement may object to
25 the Settlement Agreement.
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27 7. Release of Claims. Effective on the date when Defendants fully funds the entire Gross
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1 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
2 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
3 against all Released Parties as follows: (Settlement Agreement, ¶ 6.)

4 a. Plaintiff's Release. Plaintiff, agrees to further release the Released Parties from any and
5 all claims, demands, rights, liabilities, and/or causes, of any form whatsoever, arising under
6 federal, state or local wage-and-hour laws, rules, or regulations, whether known or unknown,
7 unforeseen, unanticipated, unsuspected or latent, that have been or could have been asserted by
8 Plaintiff, or the heirs, successors and/or assigns of Plaintiff, whether directly, indirectly,
9 representatively, derivatively or in any other capacity, arising at any time prior to the date that the
10 court grants preliminary approval of the class action settlement. This release expressly excludes
11 any workers' compensation that Plaintiff may have. (Settlement Agreement, ¶ 6.1.)

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13 1) Plaintiff's Waiver of Rights under California Civil Code § 1542. For purposes
14 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
15 and benefits, if any, of Section 1542 of the California Civil Code, which reads: A general
16 release does not extend to claims that the creditor or releasing party does not know or
17 suspect to exist in his or her favor at the time of executing the release, and that if known
18 by him or her would have materially affected his or her settlement with the debtor or
19 Released Party. Notwithstanding the provisions of section 1542, and for the purposes of
20 implementing a full and complete release and discharge of all of their Released Claims,
21 Plaintiff expressly acknowledges that this Settlement is intended to include in its effect,
22 without limitation, all Released Claims which Plaintiff does not know or suspect to exist
23 in her favor at the time of execution hereof, and that the Settlement contemplates the
24 extinguishment of all such Released Claims. (Settlement Agreement, ¶ 6.1.1.)

25
26 b. Release by Participating Class Members. Plaintiff and each member of the Settlement
27 Class releases Defendants and any parent, subsidiary, affiliate, including but not without
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1 limitation to Dimension Hospitality, LLC, predecessor or successor, franchisor, franchisee, and
2 all agents, employees, officers, directors, attorneys, and insurers thereof (collectively the
3 “Released Parties”), from any and all claims debts, liabilities, demands, obligations, guarantees,
4 costs, expenses, attorneys’ fees, damages, or cause of action contingent or accrued for, that are
5 pleaded, or that could have been pleaded, based on the allegations and claims asserted in the
6 operative Complaint, including any claims for alleged unpaid overtime wages, unpaid minimum
7 wages, failure to receive final pay upon termination, alleged unpaid meal and rest period
8 premiums, failure to reimburse, failure to furnish accurate and itemized wage statements, failure
9 to maintain required records, and waiting time penalties, arising under the California Labor Code,
10 IWC Wage Orders, or Business & Professions Code (including Section 17200 et seq.). This
11 release shall apply to all claims arising at any pint during the Class Period (Settlement
12 Agreement, ¶ 6.2.)

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14 c. Released Parties shall mean: Defendants and any parent, subsidiary, affiliate, including
15 but without limitation to Dimension Hospitality, LLC, predecessor or successor, franchisor,
16 franchisee, and all agents, employees, officers, directors, attorneys, and insurers thereof
17 (Settlement Agreement, ¶ 1.31.)

18 8. The Court, for purposes of this Preliminary Approval Order, refers to all terms and
19 definitions as set forth in the Settlement Agreement.

20 9. The Court finds, for settlement purposes only, that the Settlement Class meets the
21 requirements for certification under California Code of Civil Procedure section 382 in that: (1)
22 the Settlement Class is so numerous that joinder is impractical; (2) there are questions of law and
23 fact that are common, or of general interest, to all Settlement Class Members, which predominate
24 over individual issues; (3) Plaintiff’s claims are typical of the claims of the Settlement Class
25 Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the
26 Settlement Class Members; and (5) a class action is superior to other available methods for the
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1 fair and efficient adjudication of the controversy.

2 10. The Court appoints, for settlement purposes only, Plaintiff as the Class Representative.
3 The Court approves, on a preliminary basis, payment of a Class Representative Service Payment
4 from the Gross Settlement Amount of up to \$7,500.00 to Plaintiff, in addition to the amount
5 Plaintiff is eligible to receive as a Class Member, for her contributions and participation in the
6 litigation, for the risks and duties attendant to her role as the Class Representative, and for her
7 general release of claims, both known and unknown, and waiver of Section 1542 rights. To the
8 extent the final amount awarded is less than the amount requested, the remainder will be retained
9 in the Net Settlement Amount for distribution to Participating Class Members.
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11 11. The Court appoints, for settlement purposes only, Plaintiff's counsel Crosner Legal,
12 P.C. as Class Counsel. The Court approves, on a preliminary basis, Class Counsel's ability to
13 request attorneys' fees of up to 33 1/3% of the Gross Settlement Amount (currently estimated to
14 be \$100,884.00), and reimbursement for actual costs not to exceed \$15,000.00. To the extent the
15 final amounts awarded are less than the amounts requested, the remainder will be retained in the
16 Net Settlement Amount for distribution to Participating Class Members.

17 12. The Court appoints Atticus Administration as the Settlement Administrator with
18 payment from the Gross Settlement Amount for reasonable administration costs not to exceed
19 \$11,000.00, except upon a showing of good cause and as approved by the Court. To the extent
20 actual administration expenses are less, the remainder will be retained in the Net Settlement
21 Amount for distribution to Participating Class Members. The Settlement Administrator shall
22 perform services and duties as provided for in the Settlement Agreement, including, but not
23 limited to, mailing, via first-class U.S. Mail, the Class Notice to all Class Members. Class
24 Members shall not be required to submit a claim form in order to receive individual settlement
25 payments.
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27 13. The Court approves, as to form and content, the Class Notice, attached as Exhibit A to
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1 the Settlement Agreement. The Court finds, on a preliminary basis, that the plan for distribution
2 of the Class Notice to Settlement Class Members satisfies due process, provides the best notice
3 practicable under the circumstances, and constitutes due and sufficient notice to all persons
4 entitled thereto.

5 14. The obligations set forth in the Settlement Agreement are deemed part of this
6 Preliminary Approval Order, and the Parties and Settlement Administrator are ordered to carry
7 out the Settlement Agreement according to its terms and provisions.

8 15. The Court orders the following Implementation Schedule:
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10	Defendants to provide class data to Settlement Administrator	Withing 15 calendar days after the Preliminary Approval Order
11	Settlement Administrator to send via first-class mail the Class Notice packets	Within 14 calendar days of receipt of the Class Data
12	Response and Opt-Out Deadline	Within 60 calendar days after mailing Class Notice packets (plus an additional 14 days for Class Members whose Class Notice is re-mailed)
13	Deadline to file Motion for Final Approval	At least 16 court days before Final Approval Hearing
14	Final Approval Hearing	May 17, 2024 at 10:30 a.m

15 16. The Court reserves the right to continue the date of the Final Approval Hearing
16 without further notice to Class Members.

17 17. The Court further orders that, pending further order of this Court, all proceedings in
18 this litigation, except those contemplated herein and in the Settlement Agreement, are stayed.
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18. The Settlement Agreement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement Agreement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than as may be necessary to consummate or enforce the Settlement Agreement.



A handwritten signature in black ink that reads "Stuart M. Rice".

Dated: Ö^&^{\ à\!/\r{GEGH

Stuart M. Rice / Judge
Honorable Stuart M. Rice
Judge of the Superior Court