

SIRMABEKIAN LAW FIRM, P.C.

Sarkis Sirmabekian, Esq. [SBN 278588]
3435 Wilshire Blvd., Suite 1710
Los Angeles, California, 90010
Telephone: 818.473.5003
Facsimile: 818.476.5619
Email: sarkis@slawla.com

SROURIAN LAW FIRM, P.C.

Daniel Srourian, Esq. [SBN 285678]
3435 Wilshire Blvd., Suite 1710
Los Angeles, California 90010
Telephone: 213.474.3800
Facsimile: 213.471.4160
Email: daniel@slfla.com

Attorney for Plaintiff and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

ENRIQUE GUERRERO, an individual;
ANGEL GOMEZ, an individual, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

THE DICKLER CORPORATION, a California
Corporation; STEVEN D. DICKLER, an
individual,

Defendants.

Case No.: 30-2018-00980488-CU-OE-CXC

*[Honorable Judge Randall J. Sherman;
Department CX105]*

**SECOND AMENDED [PROPOSED]
ORDER GRANTING PLAINTIFFS’
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AND APPLICATION FOR
ATTORNEYS’ FEES; AND FINAL
JUDGMENT THEREON**

Date: November 1, 2024
Time: 10:00 a.m.
Dept.: CX105

Complaint Filed: March 20, 2018
Trial Date: None Set

1 The Motion For Final Approval Of Class Action and PAGA Settlement And Application
2 For Attorneys' Fees by Plaintiffs Enrique Guerrero and Angel Gomez (“Plaintiffs”) in the
3 above-captioned matter came before the Court on January 5, 2024, at 10:00 a.m., with the
4 Honorable Randall J. Sherman presiding. The Court having considered the papers submitted in
5 support of the motion, HEREBY RULES AS FOLLOWS:

6 1. The Court grants final approval of the class action and PAGA settlement based
7 upon the terms set forth in the Settlement Agreement and Release and the subsequently
8 executed First Amendment to Settlement Agreement and Release and Second Amendment to
9 Settlement Agreement and Release (collectively referred to herein as “Settlement” and/or
10 “Settlement Agreement”) reached between Plaintiffs, on the one hand, and Defendants The
11 Dickier Corporation, Steven Dickier, Trimark USA, LLC, and Chefs' Toys, LLC, (collectively
12 “Defendants”) on the other hand. The Court finds that the terms of the Settlement are fair,
13 adequate, and reasonable.

14 2. For purposes of this Order, the Settlement Class shall consist of “all persons who
15 are or were employed by Dickler Corp., Steven Dickler, Trimark USA, LLC and/or Chefs Toys,
16 LLC (“Defendants”) as non-exempt, hourly-paid employees in California from March 20, 2014
17 through May 31, 2021. ”

18 3. The Court hereby finds that the Settlement was the product of serious, informed,
19 non-collusive negotiations conducted at arm's length by the Parties. In making this final finding,
20 the Court considered the nature of the claims set forth in the pleadings, the amounts and kinds
21 of benefits which shall be paid pursuant to the Settlement Agreement, the allocation of
22 Settlement proceeds among the Settlement Class, and the fact that the Settlement Agreement
23 represents a compromise of the Parties' respective positions. The Court further finds that the
24 terms of the Settlement Agreement have no material deficiencies and do not improperly grant
25 preferential treatment to any individual Settlement Class Member. Accordingly, the Court finds
26 that the Settlement Agreement was reached in good faith.

27 4. The Court further finds that the notice procedure carried out by the Parties and
28 Phoenix Class Action Administration Solutions (the “Settlement Administrator” or “PSA”) met

1 the requirements of due process and provided the best notice practicable under the
2 circumstances and constituted due and sufficient notice to Settlement Class Members.
3 Specifically, the Notice Packet that was disseminated to Settlement Class Members includes: (1)
4 the definition of the Settlement Class; (2) a description of the substantive issues and
5 proceedings to date; (3) a neutral description of the Settlement; (4) the amount of Attorneys'
6 Fees and Costs sought; (5) information regarding the right to opt out of the Settlement, the
7 procedure for doing so and the date by which such action must be taken; (6) information
8 regarding the right to challenge one's number of workweeks, the procedure for doing so and the
9 date by which such action must be taken; (7) information regarding the right to participate in the
10 Settlement, the procedure for doing so and the date by which such action must be taken, if any;
11 (8) information regarding the right to file an objection to the Settlement, the procedure for doing
12 so and the date by which such action must be taken; (9) the consequences of participating in the
13 Settlement, including the fact that one will be bound by the judgment; (10) the date, time and
14 place of the final approval hearing; (11) the identity of the Plaintiffs; and (12) contact
15 information for Counsel and the Settlement Administrator. A full opportunity was afforded to
16 Settlement Class Members to participate in the Final Approval hearing. There are no valid
17 objections from the Settlement Class Members to the Settlement and only two requests for
18 exclusion from the Settlement. Thus, the Court determines that all Settlement Class Members
19 are bound by this Order and Judgment, except Joey Gardner and Marga Grawer.

20 5. The Court certifies the Settlement Class for settlement purposes and finds that
21 the Settlement Class meets all applicable standards for certification under California law.

22 6. The Court approves the Settlement, and each of the releases and other terms set
23 forth in the Settlement as fair, reasonable, and adequate as to the Settlement Class Members,
24 Plaintiffs, and the Defendants. The parties are directed to perform in accordance with the terms
25 set forth in the Settlement.

26 8. By this Order and Judgment, the Plaintiffs and all Participating Settlement Class
27 Members, hereby release Defendants and the Released Parties, as defined in the Settlement
28 Agreement, from the Released Claims, as also defined in the Settlement Agreement.

1 9. Under Code of Civil Procedure § 664.6 and all other applicable law, the Court
2 reserves and retains exclusive and continuing jurisdiction over this case, Plaintiffs, Settlement
3 Class Members, and Defendants for the purpose of supervising the implementation, effectuation,
4 enforcement, construction, administration, and interpretation of the Settlement and this Order
5 and Judgment.

6 10. The Court determines that the plan of allocation for payment of the Net
7 Settlement Amount as set forth in the Settlement Agreement is fair and reasonable and that
8 distribution of the Net Settlement Amount to the Participating Settlement Class Members shall
9 be done in accordance with the terms set forth in the Settlement Agreement.

10 11. Plaintiffs Enrique Guerrero and Angel Gomez are hereby appointed as named
11 Plaintiffs for purposes of Settlement.

12 12. Daniel Srourian of the Srourian Law Firm, P.C. and Sarkis Sirmabekian of
13 Sirmabekian Law Firm, P.C. are appointed as Class Counsel for purposes of Settlement.

14 13. Defendants agree that the Settlement Administrator shall pay from the Gross
15 Settlement Amount of \$1,173,961.36: (i) the Settlement Administrator for its Settlement
16 Administration Costs; (ii) the LWDA Payment to the California Labor Workforce Development
17 Agency (“LWDA”); (iii) the Class Representative Service Awards to the named Plaintiffs; (iv)
18 the Attorneys’ Fees to Class Counsel; and (v) the litigation Costs to Class Counsel, as follows:

19 A. The Court hereby approves the payment of Settlement Administration
20 Costs in the amount of \$12,850.00 to the Settlement Administrator from the Gross Settlement
21 Amount.

22 B. The Court hereby approves the payment of \$56,250.00 from the Gross
23 Settlement Amount to the LWDA.

24 C. The Court hereby approves the Class Representative Service Awards of
25 \$5,000.00 each to the named Plaintiffs from the Gross Settlement Amount, in recognition of
26 their service to the Settlement Class in initiating and maintaining this litigation and the risks
27 undertaken for the benefit of the Settlement Class.

1 D. The Court hereby awards to Class Counsel the amount of \$391,320.45 for
2 Attorneys' Fees, which the Court finds fair and reasonable and supported by detailed summaries
3 regarding the work performed that were submitted by Class Counsel in their supporting
4 declarations.

5 E. The Court awards to Class Counsel the amount of \$17,744.96 in litigation
6 Costs for reimbursement of reasonable litigation costs it incurred in this action and supported by
7 a detailed summary regarding such incurred expenses that was submitted by Class Counsel in
8 his supporting declaration.

9 F. The Court awards \$60,968.79, to Legal Aid Foundation of Los Angeles,
10 based on one hundred seventy-six (176) uncashed checks.

11 14. The Settlement Administrator is directed to make the foregoing payments in
12 accordance with the terms of the Settlement and Class Counsels' further instructions.

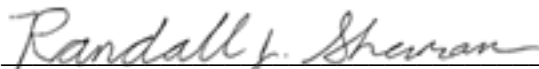
13 15. This document constitutes the Judgment resolving the portion of the action
14 against Defendants according to the terms herein. Judgment is hereby entered pursuant to
15 California Rule of Court 3.769(h).

16 16. In connection with the granting of final approval, the final compliance hearing
17 shall be held on November 1, 2024 at 10:00 a.m. in dept. CX105 of the above captioned court.

18 17. Pursuant to CRC Rule 3.771(b), Notice of Judgment shall to be posted on the
19 Settlement Administrator's website so as to inform the Class Members of the same.

20
21 **IT IS SO ORDERED.**

22
23
24 Dated: **October 29, 2024**


HON. RANDALL J. SHERMAN
JUDGE OF THE SUPERIOR COURT