

11/23/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: B. Guerrero Deputy

1 Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
2 Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
3 410 West Arden Avenue, Suite 203
Glendale, California 91203
4 Tel: (818) 265-1020 / Fax: (818) 265-1021

5 *Attorneys for Plaintiffs and the Class*

6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

10 CARLOS MARTINEZ, individually, and on
11 behalf of other members of the general public
12 similarly situated and on behalf of other
13 aggrieved employees pursuant to the California
Private Attorneys General Act; ISRAEL
14 LOMELI, individually, and on behalf of other
members of the general public similarly
situated;

15 **Plaintiffs,**

16 vs.

17 THE STAND, LLC, a California limited
18 liability company; and DOES 1 through 100,
inclusive,

19 **Defendants.**

Case No.: 19STCV14979

Honorable Kenneth R. Freeman
Department SSC14

CLASS ACTION

**[REVISED PROPOSED] FINAL
APPROVAL ORDER AND JUDGMENT**

Date: November 10, 2021
Time: 10:00 a.m.
Department: SSC14

Complaint Filed: April 30, 2019
FAC Filed: January 16, 2020
Trial Date: None Set

Electronically Received 11/10/2021 01:29 PM

1 This matter came before the Honorable Kenneth R. Freeman in Department SSC14 of the
2 above-entitled Court, located at Spring Street Courthouse, 312 N. Spring Street, Los Angeles,
3 California 90012, on Plaintiffs Carlos Martinez and Israel Lomeli’s (“Plaintiffs”) Motion for Final
4 Approval of Class Action Settlement, Attorneys’ Fees, Costs, and Enhancement Payments
5 (“Motion for Final Approval”).

6 On April 12, 2021, the Court entered the [Revised] Order Granting Preliminary Approval
7 of Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the
8 settlement of the above-entitled action (“Action”) in accordance with the Second Amended Joint
9 Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement
10 Agreement”), which, together with the exhibits annexed thereto, set forth the terms and conditions
11 for settlement of the Action.

12 On September 21, 2021, Plaintiffs filed their Motion for Final Approval and supporting
13 documents seeking final approval of the settlement reached by Plaintiffs and Defendant The Stand,
14 LLC (“Defendant”) (together, the “Parties”). On October 14, 2021, a hearing was held on the
15 Motion for Final Approval, during which the Court raised an inquiry regarding the class size and
16 ordered the Parties to file supplemental declarations providing an explanation by noon on
17 November 3, 2021. The Court continued the hearing to November 10, 2021 at 10:00 a.m. in
18 Department SSC14 of the above-captioned Court.

19 On November 3, 2021, the Parties filed declarations providing an explanation regarding
20 the Court’s point of inquiry relating to the class size.

21 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
22 oral argument, and good cause appearing, the Court issued a tentative ruling on November 9, 2021,
23 granting the Motion for Final Approval, and after the parties submitted on the tentative ruling, it
24 was adopted by the Court.

25 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

26 1. All terms used herein shall have the same meaning as defined in the Settlement
27 Agreement and the Preliminary Approval Order.

28 ///

1 2. This Court has jurisdiction over the claims of the Class Members asserted in this
2 proceeding and over all parties to the Action.

3 3. The Court finds that the applicable requirements of California Code of Civil
4 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
5 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
6 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
7 hereby defined to include:

8 All current and former hourly-paid or non-exempt employees who worked for
9 Defendant in California at any time during the period from April 30, 2015
through April 12, 2021 (“Class” or “Class Members”).

10 4. The Notice of Class Action and PAGA Settlement (“Notice”) that was provided to
11 the Class Members, fully and accurately informed the Class Members of all material elements of
12 the Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
13 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
14 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
15 California, the United States Constitution, due process and other applicable law. The Notice fairly
16 and adequately described the Settlement and provided the Class Members with adequate
17 instructions and a variety of means to obtain additional information.

18 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
19 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
20 specifically, the Court finds that the Settlement was reached following meaningful discovery and
21 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
22 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
23 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
24 Court has considered all of the evidence presented, including evidence regarding the strength of
25 Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration of
26 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
27 completed; and the experience and views of Class Counsel. The Court has further considered the
28 absence of objections to and requests for exclusion from the Settlement submitted by Class

1 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
2 with the Settlement Agreement and the following terms and conditions.

3 6. A full opportunity has been afforded to the Class Members to participate in the
4 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
5 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
6 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
7 valid and timely Request for Exclusion (“Participating Class Members”) are bound by this Final
8 Approval Order and Judgment.

9 7. The Court finds that payment of Administration Costs in the amount of \$10,000.00
10 is appropriate for the services performed and costs incurred and to be incurred for the notice and
11 settlement administration process. It is hereby ordered that the Settlement Administrator, Phoenix
12 Class Action Administration Solutions, shall issue payment to itself in the amount of \$10,000.00,
13 in accordance with the terms and methodology set forth in Settlement Agreement.

14 8. The Court finds that the Enhancement Payments sought are fair and reasonable for
15 the work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement
16 Administrator issue payments in the amount of \$10,000.00 each (for a combined total of
17 \$20,000.00) to Plaintiffs Carlos Martinez and Israel Lomeli for their Enhancement Payments,
18 according to the terms and methodology set forth in the Settlement Agreement.

19 9. The Court finds that the allocation of \$20,000.00 toward penalties under the
20 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
21 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
22 Payment as follows: the amount of \$15,000.00 to the California Labor and Workforce
23 Development Agency and the amount of \$5,000.00 to be included in the Net Settlement Amount
24 for distribution to Participating Class Members, according to the terms and methodology set forth
25 in the Settlement Agreement.

26 10. The Court finds that the request for attorneys’ fees in the amount of \$209,000.00 to
27 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
28 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and

1 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
2 amount of \$209,000.00 to Class Counsel for attorneys' fees, in accordance with the terms and
3 methodology set forth in the Settlement Agreement.

4 11. The Court finds that reimbursement of litigation costs and expenses in the amount
5 of \$17,000.00 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
6 Settlement Administrator issue payment in the amount of \$17,000.00 to Class Counsel for
7 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
8 forth in the Settlement Agreement.

9 12. The Court hereby enters Judgment by which Participating Class Members shall be
10 conclusively determined to have given a release of any and all Released Claims against the
11 Released Parties, as set forth in the Settlement Agreement and Notice.

12 13. It is hereby ordered that Defendant shall wire half the Gross Settlement Amount
13 (i.e., \$275,000.00) to the Settlement Administrator within sixty (60) calendar days of November
14 10, 2021 ("First Installment"), in accordance with the terms and methodology set forth in the
15 Settlement Agreement.

16 14. It is hereby ordered that Defendant shall wire the remaining half of the Gross
17 Settlement Amount (i.e., \$275,000.00) within one (1) year of the date the First Installment is made
18 ("Second Installment"), in accordance with the terms and methodology set forth in the Settlement
19 Agreement.

20 15. It is hereby ordered that the Settlement Administrator shall distribute half of each
21 Participating Class Member's Individual Settlement Share to the Participating Class Member
22 within five (5) business days of receipt of the First Installment, according to the methodology and
23 terms set forth in the Settlement Agreement.

24 16. It is hereby ordered that the Settlement Administrator shall distribute the remaining
25 half of each Participating Class Member's Individual Settlement Share to the Participating Class
26 Member within five (5) business days of receipt of the Second Installment, according to the
27 methodology and terms set forth in the Settlement Agreement.

28 ///

1 17. It is hereby ordered that a Non-Appearance Case Review Re: Distribution is
2 scheduled for August 12, 2022 at 4:00 p.m. in Department 14 of the above-entitled Court. The
3 Parties are to file a Declaration Re: Distribution by 12:00 p.m. on August 10, 2022 and to provide
4 a conformed courtesy copy directly in Department 14 of the above-entitled Court. If the
5 Declaration Re: Distribution is not filed by 12:00 p.m. on August 10, 2022, an Order to Show
6 Cause hearing will be set.

7 18. After entry of this Final Approval Order and Judgment, pursuant to California Rules
8 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
9 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
10 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
11 any dispute arising from or in connection with the distribution of settlement benefits.

12 19. Notice of entry of this Final Approval Order and Judgment shall be given to the
13 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix Class
14 Action Administration Solution's website for a period of at least sixty (60) calendar days after the
15 date of entry of this Final Approval Order and Judgment. Individualized notice is not required.



Kenneth R. Freeman

16
17 Dated: 11/23/2021

Kenneth R. Freeman / Judge
Honorable Kenneth R. Freeman
Judge of the Superior Court

PROOF OF SERVICE

1
2 *STATE OF CALIFORNIA, COUNTY OF LOS ANGELES*

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203,
Glendale, California 91203.

5 On November 10, 2021, I served the foregoing document described as: **[REVISED**
6 **PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT** on interested parties in this
action as follows:

7
8 Caroline P. Donelan
9 Caitlin I. Sanders
10 **BLANK ROME LLP**
2029 Century Park East, 6th Floor
Los Angeles, CA 90067

11 *Attorneys for Defendant The Stand, LLC*

12 **[X] BY ELECTRONIC SERVICE**

13 Pursuant to the Court’s Order regarding Electronic Service, I caused the document
14 described above to be E-Served through Case Anywhere by electronically mailing a true
and correct copy through Case Anywhere to the individual(s) listed above.

15 **[X] STATE**

16 I declare under penalty of perjury under the laws of the State of California that the above
is true and correct.

17 Executed on November 10, 2021, at Glendale, California.

18
19 
20 _____
Manuel Martinez

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203