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Superior Court of California  
County of Los Angeles

APR 12 2021

Sherri R. Carter, Executive Officer/Clerk of Court  
By: Berta Guerrero, Deputy

Edwin Aiwarzian (SBN 232943)  
Arby Aiwarzian (SBN 269827)  
Joanna Ghosh (SBN 2772479)  
Danielle L. GruppChang (SBN 313881)  
**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Tel: (818) 265-1020 / Fax: (818) 265-1021

*Attorneys for Plaintiffs*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

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

Plaintiffs,

vs.

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

Defendants.

Case No.: 19STCV14979

Honorable Kenneth R. Freeman  
Department SSC14

**CLASS ACTION**

**[REVISED ~~PROPOSED~~] ORDER  
GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: March 18, 2021  
Time: 11:00 a.m.  
Department: SSC14

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

**RECEIVED**  
LOS ANGELES SUPERIOR COURT

APR 01 2021

1 This matter has come before the Honorable Kenneth R. Freeman in Department SS14  
2 of the Superior Court of the State of California, for the County of Los Angeles—Spring Street  
3 Courthouse, on March 18, 2021 at 11:00 a.m. for Plaintiffs’ Motion for Preliminary Approval  
4 of Class Action Settlement. Lawyers for Justice, PC appears as counsel for Plaintiffs Carlos  
5 Martinez and Israel Lomeli (“Plaintiffs”), individually and on behalf of all others similarly  
6 situated and other aggrieved employees, Blank Rome, LLP appears as counsel for Defendant  
7 The Stand, LLC (“Defendant”).

8 The Court, having carefully considered the papers, argument of counsel, and all matters  
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs’ Motion for  
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Second Amended Joint Stipulation of Class  
13 Action and PAGA Settlement and Release, attached as “**EXHIBIT 1**” to the Declaration of  
14 Danielle GruppChang in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action  
15 Settlement (“Settlement”, “Agreement,” or “Settlement Agreement”). This is based on the  
16 Court’s determination that the Settlement falls within the range of possible approval as fair,  
17 adequate, and reasonable.

18 2. This Order incorporates by reference the definitions in the Settlement Agreement,  
19 and all terms defined therein shall have the same meaning in this Order as set forth in the  
20 Settlement Agreement.

21 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,  
22 and reasonable. It appears to the Court that extensive investigation and research have been  
23 conducted such that counsel for the parties at this time are able to reasonably evaluate their  
24 respective positions. It further appears to the Court that the Settlement, at this time, will avoid  
25 substantial additional costs by all parties, as well as avoid the delay and risks that would be  
26 presented by the further prosecution of this action. It further appears that the Settlement has  
27 been reached as the result of intensive, serious and non-collusive, arms-length negotiations, and  
28 was entered into in good faith.



1           4.       The Court preliminarily finds that the Settlement, including the allocations for the  
2 Attorney Fee Award, Attorney Cost Award, Enhancement Payments, PAGA Payment,  
3 Administration Costs, and payments to Participating Class Members provided thereby, appear  
4 to be within the range of reasonableness of a settlement that could ultimately be given final  
5 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being  
6 granted as part of the Settlement and preliminarily finds that the monetary settlement awards  
7 made available to the Class Members are fair, adequate, and reasonable when balanced against  
8 the probable outcome of further litigation relating to certification, liability, and damages issues.

9           5.       The Court concludes that, for settlement purposes only, the Class meets the  
10 requirements for certification under section 382 of the California Code of Civil Procedure in  
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
13 community of interest amongst the members of the Class with respect to the subject matter of  
14 the litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d)  
15 Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a class  
16 action is superior to other available methods for the efficient adjudication of the controversy;  
17 and (f) Class Counsel is qualified to act as counsel for Plaintiffs in their individual capacity and  
18 as the representative of the Class.

19           6.       The Court conditionally certifies, for settlement purposes only, the Class, defined  
20 as follows:

21           All current and former hourly-paid or non-exempt employees who worked for  
22 Defendant in California at any time during the period from April 30, 2015 through the  
23 date of this order ("Class" or "Class Members").

24           7.       The Court preliminarily appoints Lawyers for Justice, PC as Class Counsel.

25           8.       The Court preliminarily appoints Plaintiffs Carlos Martinez and Israel Lomeli as  
26 Class Representatives.

27           9.       The Court appoints Phoenix Class Action Administration Solutions ("Phoenix")  
28 as the Settlement Administrator.

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1           10.       The Court approves, both as to form and content, the Revised Notice of Class  
2       Action and PAGA Settlement ("Class Notice") attached hereto as "**EXHIBIT A.**" Counsel for  
3       both Parties, subject to mutual agreement, may make changes to the Class Notice as necessary  
4       to administer the Settlement. The Class Notice shall be provided to Class Members in the  
5       manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to  
6       fully and accurately inform the Class Members of all material elements of the Settlement, of the  
7       Class Members' right and opportunity to be excluded from the Settlement by submitting a  
8       Request for Exclusion, right and opportunity to submit a dispute regarding the number of the  
9       Workweeks attributed to them by submitting a Workweek Dispute, and right and opportunity to  
10      object to the Settlement by submitting an Objection. The Court further finds that distribution of  
11      the Class Notice substantially in the manner and form set forth in the Settlement and this Order,  
12      and that all other dates set forth in the Settlement and this Order, meet the requirements of due  
13      process and shall constitute due and sufficient notice to all persons entitled thereto.

14           11.       The Court hereby preliminarily approves the proposed procedure, set forth in the  
15      Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may  
16      choose to be excluded from the Settlement by submitting a timely and valid written Request for  
17      Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement  
18      Administrator, by mail or fax, no later than the Response Deadline. Any Class Member who is  
19      properly excluded from the Settlement will not participate in the Settlement, will not be a  
20      Participating Class Member, will not receive any benefits under the Settlement, and will not  
21      have any right to object or appeal. Class Members who have not submitted a timely and valid  
22      Request for Exclusion (i.e., Participating Class Members) shall be bound by the Settlement  
23      Agreement and any final judgment based thereon.

24           12.       A Final Approval Hearing shall be held before this Court on October 14, 2021 at  
25      10:00 a.m. in Department SSC14 of the Superior Court of California for the County of Los  
26      Angeles, Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012, to  
27      determine all necessary matters concerning the Settlement, including: whether the proposed  
28      settlement of the action on the terms and conditions provided for in the Settlement is fair,



adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally approve the requests for Attorney Fee Award, Attorney Cost Award, Enhancement Payments, and Administration Costs.

13. Class Counsel shall file a motion for final approval of the Settlement and for Attorney Fee Award, Attorney Cost Award, Enhancement Payments, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, in accordance with California Code of Civil Procedure section 1005(b) to be heard at the Final Approval Hearing.

14. To object to the Settlement, a Class Member may submit a timely and valid written Objection to the Settlement Administrator no later than the Response Deadline. The Objection must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection. Class Members are not required to submit a written Objection to be heard at the Final Approval hearing.

15. Within ten (10) business days after entry of this Order, Defendant shall provide the Settlement Administrator with the Database, in conformity with the Settlement Agreement. The Court further orders the Settlement Administrator to mail the Class Notice by first-class U.S. Mail to all Class Members within fifteen (15) business days of the date of this Order, pursuant to the terms set forth in the Settlement Agreement. The Response Deadline shall be forty-five (45) calendar days after the date on which the Settlement Administrator initially mails the Class Notice, or in the case of a re-mailed Class Notice, the later of forty-five (45) days from the initial mailing date or ten (10) calendar days from the re-mailing of the Class Notice.

16. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions before entering into the Settlement Agreement.

**IT IS SO ORDERED.**

By: KENNETH R. FREEMAN  
The Honorable Kenneth R. Freeman  
Judge of the Superior Court