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FILED
Superior Court of California
County of Los Angeles

JUL 21 2021

Sherri R. Carter, Executive Officer/Clerk
By Isabel Arellanes, Deputy
Isabel Arellanes

8 Attorneys for Plaintiffs ROBERT MARTINEZ, MAIKU BRAXTON,
9 on their own behalf and on behalf of all others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 ROBERT MARTINEZ, MAIKU BRAXTON, on) **Case No. 19STCV44314**
13 their own behalf and on behalf of all others) *[Assigned for all purposes to Honorable Ann*
14 similarly situated) *I. Jones, Dept. 11]*

15 Plaintiffs,

) **CLASS ACTION**

16 vs.

17 ALFRED CLUB, INC. and DOES 1 through
18 100, inclusive,

19 Defendants.

) **[PROPOSED] ORDER GRANTING**
) **PLAINTIFF'S MOTION FOR FINAL**
) **APPROVAL OF CLASS ACTION**
) **SETTLEMENT, REPRESENTATIVE**
) **ENHANCEMENT AND REQUEST FOR**
) **ATTORNEY FEES AND COSTS**

20 Action Filed: December 11, 2019
21 FAC Filed: July 8, 2020

22 **RECEIVED**
23 **LOS ANGELES SUPERIOR COURT**
24 **JUL 16 2021**
25 **R. NAZARYAN**

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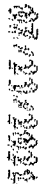
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determined by multiplying the Participating Class Members' total number of Workweeks (after resolution of any dispute regarding the number of workweeks) times the Weekly Settlement Amount (the Net Settlement Amount divided by the number of Workweeks worked by all Participating Class Members during the Class Period).

- b. Class Counsel, Haig B. Kazandjian Lawyers, APC, is awarded attorneys' fees in the amount of \$99,000.00 and costs in the amount of \$12,924.72.
- c. Class representatives Robert Martinez and Maiku Braxton are each granted an incentive award of \$5,000.00.
- d. The settlement administrator, CPT, Inc. ("CPT"), is granted payment in the amount of \$9,500.00 for its fees and services.
- e. The Court approves payment of \$18,750 (75% of \$25,000 PAGA penalty) payable to the LWDA and distribution of the remaining 25% (\$6,250) to the eligible class members.
- f. Defendant is to fund the settlement by sending payment of the final Net Settlement amount to CPT within 15 days of the date this Order is signed by the Court.

5. The Court orders the parties to the settlement agreement to perform forthwith each of their obligations as set forth according to its terms.

6. Class Counsel and the Claims Administrator have used their best efforts to locate class members and to provide them with notice that fully and accurately informed class members of all material elements of the proposed settlement. The Court finds that the notice program implemented pursuant to the Settlement Agreement (i) constituted the best practicable notice, (ii) was reasonably calculated, under the circumstances, to apprise members of the class of the pendency of the Litigation, their right to object or exclude themselves from the proposed settlement, and to appear at the Final Approval Hearing, (iii) was reasonable and constituted valid, due, adequate, and sufficient notice to all members of the class, and (iv) met all applicable requirements of due process under California law.

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2 7. No objections to the settlement have been filed. No member of the class has
3 opted out of the settlement. Accordingly, the Court adjudges that Plaintiffs and the members of
4 the class as defined above at paragraph 2, who have not otherwise opted out are conclusively
5 deemed to have released and discharged Defendant and the released parties from any and all
6 settled claims which are defined as follows: "Released Claims" means all claims, rights,
7 demands, damages, liabilities and causes of action, whether known or unknown, contingent or
8 vested, in law or in equity, arising at any time during the Settlement Period for unpaid wages or
9 other compensation, and/or related penalties, interest, costs, attorneys' fees, and/or injunctive or
10 other equitable remedies, allegedly owed or available, against Defendant and its respective
11 former, current and future parent companies, subsidiaries, affiliates, shareholders, members,
12 agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers,
13 attorneys and any past, present or future officers, directors and employees) predecessors,
14 successors, and assigns, allegedly owed or available, arising out of, or related to the claims,
15 allegations and operative facts asserted in the operative complaint, or which could have been
16 asserted in the Action based on the alleged facts in the operative complaint, including: (1) failure
17 to pay straight and overtime compensation in violation of Labor Code; (2) failure to provide
18 meal periods; (3) failure to provide itemized wage statements; (4) failure to keep accurate payroll
19 records; (5) Unfair Competition or Business Practices under California's Business and
20 Professions Code or similar laws related to the alleged claims; (6) failure to pay waiting time
21 penalties; (7) failure to pay wages upon termination pursuant to Labor Code sections 201 and
22 202; (8) failure to pay wages upon termination pursuant to Labor Code section 1174(d); (9)
23 failure to reimburse business expenses; (10) failure to authorize and permit rest breaks; and (11)
24 all claims for penalties pursuant to the California Labor Code and/or the Private Attorneys
25 General Act of 2004 arising out of the alleged claims. The release shall include release of
26 California Labor Code, sections 201, 202, 203, 204, 218.5, 218.6, 221, 223, 226, 226.7, 323,
27 450, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1198, 1199, 2800, 2802, 2698 et
28 seq., California Business & Professions Code section 17200 et seq., based on the alleged labor

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code sections, the relevant Wage Orders issued by the Industrial Welfare Commission, any and all claims for attorneys' fees and costs, and/or California Code of Civil Procedure section 1021. Additionally, any Participating Class Member who cashes his or her settlement check (and, in so doing, becomes a FLSA Settlement Class Member) will be deemed to have opted into the action for purposes of the Fair Labor Standards Act and, as to those FLSA Settlement Class Members, the Released Claims include any and all claims the FLSA Settlement Class Members may have under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. arising during the Settlement Period relating to the alleged claims. Only those Participating Class Members who cash their settlement check will be deemed to have opted into the action for purposes of the Fair Labor Standards Act and thereby released and waived any of their claims under the Fair Labor Standards Act relating to the alleged claims.

8. The Court bars and permanently enjoins Plaintiffs and the Participating Class Members from asserting, instituting, or prosecuting, either directly or indirectly, any settled claims which any class member had or has to the extent provided in the settlement agreement.

9. The Parties are ordered to give notice of this order to all class members in accordance with California Rule of Court 3.771(b) by posting a copy of this Order on the Settlement Administrator's website.

10. The Court hereby orders class counsel to file a final accounting and a final distribution of residual funds to the Court prior to the March 1, 2022 Non-Appearance Case Review Re. Submission of Final Report scheduled for March 1, 2022 at 8:30 a.m. in Department 11 at Spring Street Courthouse..

11. Without affecting the finality of this Order in any way, the Court retains jurisdiction pursuant to Code of Civil Procedure section 664.6 over: (1) implementation and enforcement of the settlement agreement pursuant to further orders of the Superior Court until each and every act agreed to be performed by the parties hereto shall have been performed pursuant to the settlement agreement; (2) any other action necessary to conclude this settlement and to implement the settlement agreement; and (3) the enforcement, construction, and interpretation of the settlement agreement.

1 12. Neither this Order nor the settlement agreement on which it is based are an
2 admission or concession by any party of any fault, omission, liability or wrongdoing. This Order
3 is not a finding of the validity or invalidity of any claims in this action or a determination of any
4 wrongdoing by any party. The final approval of the Parties' settlement will not constitute any
5 opinion, position, or determination of this Court, one way or the other, as to the merits of the
6 claims or defenses of any party.

7
8 IT IS SO ORDERED.

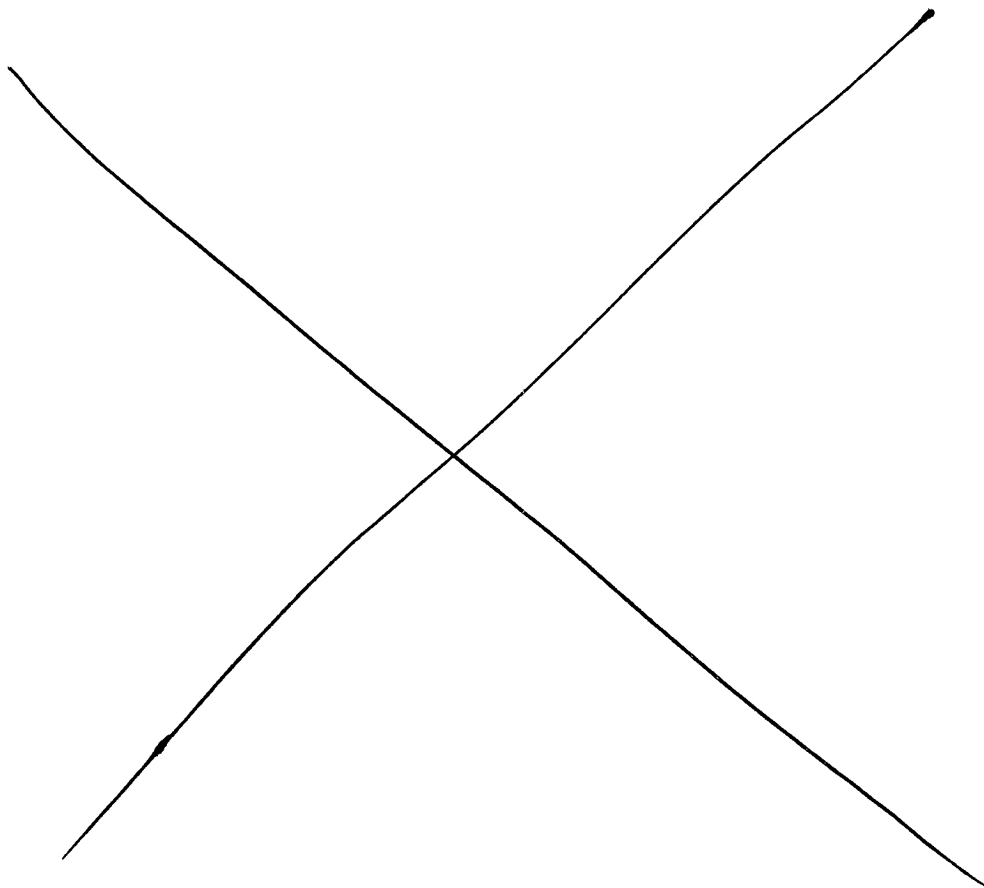
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11 Dated: _____

2/21/21



Honorable Ann I. Jones
Judge of the Superior Court

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 801 North Brand Boulevard, Suite 970, Glendale, California 91203.

On July 14, 2021, I served the foregoing document(s) described as: [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, REPRESENTATIVE ENHANCEMENT AND REQUEST FOR ATTORNEY FEES AND COSTS by method indicated below, on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

SEE ATTACHED SERVICE LIST

☒ **BY ELECTRONIC SERVICE:** pursuant to the Court's Order regarding electronic service, I caused the documents described above to be electronically served through Case Anywhere to the individual listed below.

☒ (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 14, 2021, at Glendale, California.

/s/ Melisa Flores

Melisa Flores

SERVICE LIST

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