

BRADLEY/GROMBACHER, LLP

Marcus J. Bradley, Esq. (SBN 174156)
Kiley L. Grombacher, Esq. (SBN 245960)
Lirit A. King, Esq. (SBN 252521)
31365 Oak Crest Drive, Suite 240
Westlake Village, California 91361
Telephone: (805) 270-7100
Facsimile: (805) 270-7589
mbradley@bradleygrombacher.com
kgrombacher@bradleygrombacher.com
lking@bradleygrombacher.com

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian II, Esq. (SBN 146621)
18250 Ventura Boulevard
Tarzana, California 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892
Email: sahagii@aol.com

Attorneys for Plaintiff, CHEROKEE JOHNSON individually
and on behalf of other individuals similarly situated

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

CHEROKEE JOHNSON individually and on
behalf of other individuals similarly situated,

Plaintiff,

v.

MR. STAX, INC., a Nevada corporation; SEVEN
SEVENTY TWO COMPANY, INC., a Nevada
corporation; and DOES 1 through 100, inclusive

Defendants.

CASE NO. 20STCV25308
[Assigned to Hon. Maren Nelson]

CLASS ACTION

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

Date: March 15, 2024
Time: 9:00 AM
Dept: 17

FILED
Superior Court of California
County of Los Angeles

03/15/2024

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

1 The Motion for Preliminary Approval of a Class Action Settlement came before this Court
2 on March 15,, 2024. The Court, having considered the papers submitted in support of the
3 application of the Parties, HEREBY ORDERS THE FOLLOWING:

4 1. The Court grants preliminary approval of the Settlement and the Settlement Class.
5 based upon the terms set forth in the Class-PAGA Action Settlement Agreement (“Settlement
6 Agreement”). All terms used herein shall have the same meaning as defined in the Settlement
7 Agreement. The Settlement appears to be fair, adequate and reasonable to the Class.

8 **CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

9 2. The Class defined in the Settlement Agreement is defined as:
10
11 as all non-exempt, current and former employees, who worked for Defendant Seven
12 Seventy Two Company, Inc. at the International House of Pancakes restaurant
13 operated at 21716 South Avalon Boulevard, Carson, California, and/or Mr. Stax, Inc.
14 at any time during the period of July 2, 2016 through the date of the entry of
15 Preliminary Approval Order, as defined herein.
16 Settlement Agreement at ¶1.5.

17 3. The Court conditionally finds that, for the purposes of approving this settlement only,
18 the proposed Class meets the requirements for certification under section 382 of the California Code
19 of Civil Procedure.

20 **PRELIMINARY APPROVAL OF SETTLEMENT**

21 4. The Court hereby preliminarily grants approval of the terms and conditions contained
22 in the Settlement Agreement, a copy of which is attached hereto as **Exhibit B**. The settlement falls
23 within the range of reasonableness and appears to be presumptively valid, subject only to any
24 objections that may be raised at the final fairness hearing and final approval by this Court.

25 5. A Final Fairness Hearing on the question of whether the proposed settlement, attorneys'
26 fees and costs to Class Counsel, and the Class Representative’s Enhancement Award should be finally
27 approved as fair, reasonable and adequate as to the members of the Class is scheduled in Department
28 17 on the date and time set forth below.

6. The Court makes the following preliminary findings and observations: (1) the
settlement amount appears at this stage to be fair and reasonable to the Class Members when balanced

1 against the risks of further litigation relating to class certification, summary judgment and trial on
2 liability and damages issues, potential appeals, and ultimate collection of the full potential value of
3 the claims; (2) it also appears that sufficient discovery and investigation have been conducted, such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3)
5 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
6 further prosecution of the litigation; and (4) the proposed Settlement is the culmination of serious and
7 non-collusive negotiations between the Parties. Accordingly, the Court finds that the Settlement
8 appears to have been entered into in good faith.

9 7. The Court approves Rust Consulting, Inc., as the Settlement Administrator.

10 8. This Court approves, as to form and content, the Notice of Class-PAGA Action
11 Settlement in substantially the form attached as **Exhibit A** to this Order. with a change to the typo at p.
12 2 re gross settlement amt.

13 9. The Court further finds that the Class Notice appears to fully and accurately inform the
14 Class Members of all material elements of the proposed Settlement, of the Class Members' right and
15 opportunity to be excluded from the Settlement, of the Class Members' right and opportunity to
16 challenge Defendant's records of workweeks worked, and of the Class Members' right and
17 opportunity to object to the Settlement.

18 **FORM AND TIMING OF NOTICE**

19 10. Within twenty (20) calendar days after issuance of this Preliminary Approval Order,
20 Defendants shall provide the Administrator, in an electronically usable format, with first and last name,
21 last known residential address, residential telephone numbers, last 4 digits of social security number, and
22 workweeks worked during the Class Period, for the Class Members and Aggrieved Employees.

23 11. Not later than thirty (30) calendar days after the entry of this Preliminary Approval
24 Order, the Settlement Administrator shall mail the Class Notice to all Class Members, substantially in
25 the form of **Exhibit A** (Notice), to this Preliminary Approval Order, by first-class mail postage pre-
26 paid.

27 12. The Court directs the mailing of the Notice in accordance with the implementation
28 schedule set forth in the Settlement Agreement and finds the dates selected for the mailing and
distribution of the mailing of the Notice as set forth therein meet the requirements of due process and

1 provide the best notice practicable under the circumstances and shall constitute due and sufficient
2 notice to all persons entitled thereto.

3 13. No later than twenty calendar days after the Response Deadline (or any applicable
4 extension to the Response Deadline, the Settlement Administrator shall provide Class-PAGA Counsel
5 and Counsel for Defendants with a declaration attesting to completion of the notice process, including
6 any attempts to obtain Updated Addresses for, and the re-sending of, any returned Class Notices,
7 including any and all other required steps, which shall be filed with the Court by Class-PAGA
8 Counsel. The cost of giving notice to the Class Members shall be paid as set forth in the Settlement
9 Agreement.

10 14. The Court finds that the notice to be provided is the best means of providing notice to
11 the Class Members, is practicable under the circumstances and, when completed, shall constitute due
12 and sufficient notice of the Settlement and the Fairness Hearing to all persons affected by and/or
13 entitled to participate in the Settlement or the Fairness Hearing, in full compliance with the
14 requirements of due process and the California Rules of Court.

15 **ABILITY OF CLASS MEMBERS TO OPT OUT OF THE SETTLEMENT CLASS, OBJECT**
16 **TO THE SETTLEMENT AND/OR DISPUTE THEIR INDIVIDUAL PAYMENT**

17 15. Pursuant to Sections 1.36, 1.37, and 5.6 of the Settlement Agreement and as set forth in
18 the Class Notice, Class Members shall have forty-five (45) calendar days from the date the Class
19 Notice is mailed to submit any Request for Exclusion in accordance with the procedures set forth in
20 the Notice. If a timely and valid Request for Exclusion is not received by the Settlement Administrator
21 from a Class Member on or before the Response Deadline, then that Class Member will be deemed to
22 have forever waived his or her right to seek exclusion from the Settlement and Settlement Class and
23 shall be bound by the Settlement and Judgment. Class Members who do validly request exclusion
24 from the Settlement by submitting a valid and timely Request for Exclusion shall not be bound by the
25 terms of the Settlement, shall not be allowed to object to the Settlement, and shall not be entitled to
26 any benefits as a result of the Settlement, except that Settlement Class Members who are in the PAGA
27 Settlement Class will still receive his or her PAGA Payment and will release the PAGA Claims. In
28 the event that any Class Member timely submits a Request for Exclusion, but it is deficient, as soon

1 as possible but not later than five (5) business days after the Settlement Administrator's receipt of
2 such deficient Request for Exclusion, the Settlement Administrator shall send by first class, postage
3 pre-paid, United States mail a notice to such Class Member informing him or her of the deficiency
4 and that he or she has ten (10) calendar days from the date of the deficiency notice (which shall be the
5 date the deficiency notice is mailed) to cure the deficiency and postmark and mail a corrected Request
6 for Exclusion. No later than the deadline for Plaintiff to file the motion for final approval of class
7 action settlement set forth below, Class Counsel shall file a statement setting forth the names of any
8 Class Members who elected to exclude themselves from the Settlement.

9 16. Any Class Members who do not properly and timely exclude themselves from the
10 Settlement shall be included in the Class and, if the Settlement is approved and becomes effective,
11 shall be bound by all the terms and provisions of the Settlement Agreement, including but not limited
12 to the Release of Claims described therein.

13 17. Pursuant to Section 5.5 of the Settlement Agreement and the as set forth in Class
14 Notice, Class Members who do not submit timely and valid Requests for Exclusion may object to the
15 Settlement by filing written objections ("Objection(s)") with the Court and serving a copy on the
16 Parties by submitting the copy to the Settlement Administrator no later than the Response Deadline.
17 Alternatively, the Court will hear from any Class Member who attends the Final Approval Hearing
18 and asks to speak regarding his or her objection, regardless of whether a written objection was
19 submitted. Pursuant to Sections 1.37 and 4.2 of the Settlement Agreement and as set forth in the Class
20 Notice, a Settlement Class Member shall have forty-five (45) days from the date the notice is mailed
21 to dispute any aspect of his or her payment by producing supporting evidence to the Settlement
22 Administrator, in accordance with the procedures set forth in the Class Notice.

23 18. Any Request for Exclusion, or disputed claim amount must be submitted in writing in
24 accordance with the procedures set forth in the Class Notice. The deadline shall be specified in the
25 Settlement Notice. Any Request for Exclusion must be postmarked on or before the Response
26 Deadline and mailed to the administrator at the address set forth in the Class Notice.

27 19. A hearing (the "Fairness Hearing") shall take place before this Court, on the date and
28 time set forth below, to determine:

- 1 a. Whether the Court should permanently certify the Settlement Class;
- 2 b. Whether the Settlement, on the terms and conditions provided for in the Settlement
- 3 Agreement, should be finally approved by the Court as fair, reasonable and
- 4 adequate;
- 5 c. Whether the application for a service award for representative Johnson should be
- 6 approved;
- 7 d. Whether the application for attorneys' fees and expenses to be submitted by Class
- 8 Counsel should be approved; and
- 9 e. Such other matters as the Court may deem necessary or appropriate. The Court
- 10 may finally approve the Settlement at or after the Fairness Hearing with any
- 11 modifications agreed to by the Parties and without further notice to the Class
- 12 Members.

13 20. Any Class Member who has not requested to be excluded from the Settlement, and any

14 other interested person, may appear at the Fairness Hearing in person or by counsel and be heard, to

15 the extent allowed by the Court, either in support of or in opposition to the matters to be considered

16 at the Fairness Hearing. Any documents filed with the Court must also be served on counsel, by any

17 method authorized under the California Code of Civil Procedure.

18 21. Any responses to any written objections to the Settlement and any other matter in

19 support of the Settlement shall be filed with the Court no later than 16 court days prior to the final

20 approval hearing date.

21 22. The Court may adjourn the Fairness Hearing, including the consideration of the

22 application for the payment of a service award to the Class Representative and for attorneys' fees and

23 expenses, without further notice of any kind other than an announcement of such adjournment in open

24 court at the Fairness Hearing or any adjournment thereof.

25 23. A Fairness Hearing in this Court is set for Aug. 12, 2024, at 10:00 am

26 in Dept. 17 Spring Street Courthouse

27 24. The Court HEREBY GRANTS preliminary approval of the class action settlement as

28 set forth above.

///

1 IT IS SO ORDERED.

2 DATED: 03/15/2024



A handwritten signature in black ink, reading "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge

~~HON. MAREN NELSON~~
LOS ANGELES SUPERIOR COURT

1 **PROOF OF SERVICE**

2 **VIA CASE ANYWHERE**

3 STATE OF CALIFORNIA)
4) ss.
5 COUNTY OF LOS ANGELES)

6 I am employed in the County of Los Angeles, State of California. I am over the
7 age of 18 and not a party to the within action. My business address is 31365 Oak Crest
8 Drive, Suite 240, Westlake Village, CA 91361.

9 On December 1, 2023, I served the foregoing document described as:

- 10 **1) NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF**
11 **CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND**
12 **AUTHORITIES;**
13 **2) DECLARATION OF MARCUS J. BRADLEY IN SUPPORT**
14 **3) DECLARATION OF PLAINTIFF CHEROKEE JOHNSON IN SUPPORT**
15 **4) DECLARATION OF LISA MULLINS RE: QUALIFICATIONS OF ILYM**
16 **GROUP, INC., AS SETTLEMENT ADMINISTRATOR**
17 **5) [PROPOSED] ORDER**

18 on all interested parties in said action:

19 **SEE ATTACHED SERVICE LIST**

20 Pursuant to the Court's Order Authorizing Electronic Service, the above-named
21 document has been electronically served on counsel of record by transmission through the
22 Case Anywhere system on the date below. The transmission of this document to Case
23 Anywhere system was reported as complete and a copy of the Case Anywhere Transaction
24 Receipt will be maintained along with the original document and proof of service in our
25 office.

26 Executed on December 1, 2023 at Westlake Village, California.

27 

28

Suzette Boucher

Johnson v. Mr. Stax, Inc., et al.
Los Angeles County Superior Court
Case No.: 20STCV25308

Service List

CLARK HILL LLP

Beth Kahn, Esq.
Ryan C. McKim, Esq.
Autumn Moore, Esq.
1055 West Seventh Street, 24th Floor
Los Angeles, California 90018
Telephone: (213) 488-5336
Facsimile: (213) 488-1178
E-mail: bkhan@clarkhill.com
rmckim@clarkhill.com
amoore@clarkhill.com

Attorneys for Defendants
MR. STAX, INC. And
SEVENTY TWO COMPANY INC.