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as an individual and on behalf of all
employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ELIM BAZAN, as an individual and on behalf
of all employees similarly situated,

Plaintiff,

v.

CASA MARTIN, LLC, a Limited Liability
Company; CASA MARTIN PROMENADE,
LLC, a Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 23STCV04670

[Assigned to Hon. Elihu M. Berle, Dept.6]

**CLASS AND PAGA REPRESENTATIVE
ACTION**

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT**

Date: February 21, 2025
Time: 10 a.m.
Courtroom: Dept. 6
Judge: Hon. Elihu M. Berle

Action Filed: March 2, 2023
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff ELIM BAZAN (“Plaintiff”) and Defendants CASA MARTIN, LLC and CASA
3 MARTIN PROMENADE, LLC (“Defendants”) have reached terms of settlement for a putative class and
4 PAGA representative action.

5 Plaintiff has filed a motion for final approval of a class and PAGA representative action
6 settlement of the claims asserted against Defendants in this action, memorialized in the AMENDED
7 CLASS ACTION AND PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT (*see*
8 Declaration of Lilit Tunyan in Support of Plaintiff’s Motion for Final Approval of Class and PAGA
9 Representative Action Settlement [“Tunyan Decl.”], at Exh. 1). The AMENDED CLASS ACTION
10 AND PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT is referred to herein as the
11 “Agreement” or “Settlement.”

12 After reviewing the Agreement, the Notice process, and other related documents, and having
13 heard the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

14 1. The Court finds the settlement was entered into in good faith, that the settlement is fair,
15 reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for
16 final approval of this class action settlement under California law, including the provisions of
17 California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

18 2. The parties’ Settlement is GRANTED final approval. The Court has considered all
19 relevant factors for determining the fairness of the Settlement and has concluded that all such factors
20 weigh in favor of granting final approval. In particular, the Court finds that the Settlement was reached
21 following meaningful discovery and investigation conducted by Class Counsel; that the Settlement is the
22 result of serious, informed, adversarial, and arm’s-length negotiations between the Parties; and that the
23 terms of the settlement are in all respects fair, adequate, and reasonable.

24 3. The Court hereby GRANTS conditional certification of the Class, in accordance with
25 the Settlement, for purposes of this settlement only. The Settlement Class meets the requirements for
26 conditional certification for settlement purposes only under Code of Civil Procedure § 382.

27 4. The Class Notice provided to the Class complied with the requirements of Code of Civil
28 Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and United States

1 Constitutions, and any other applicable law, and constituted the best notice practicable under the
2 circumstances, by providing individual notice to all Class Members who could be identified through
3 reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set
4 forth therein to the other Settlement Class Members. The Class Notice fully satisfied the requirements of
5 due

6 5. The following persons are certified as Class Members solely for the purpose of entering
7 a settlement in this matter:

8 All non-exempt, hourly employees of Defendants who worked for Defendants
9 in California during the Class Period (the “Class Period” is March 2, 2019 through
10 March 22, 2024.) “Participating Class Members” are those Class Members who do not
submit timely exclusion requests to the Settlement Administrator. (Settlement, ¶ 1.35.)

11 6. The following persons are PAGA Group Employees for the purpose of entering a
12 settlement in this matter:

13 All non-exempt, hourly employees of Defendants who worked for Defendants in
14 California during the PAGA Period (the “PAGA Period” is March 2, 2022 through
15 March 22, 2024.) Aggrieved Employees cannot opt out of the settlement of the PAGA
claim. (Settlement, ¶ 7.5.4.)

16 7. Plaintiff ELIM BAZAN is appointed as the Class Representative.

17 8. The Court finds Plaintiff’s counsel are adequate, as they are experienced in wage and
18 hour class action litigation and have no conflicts of interest with absent Class Members, and that they
19 adequately represented the interests of absent class members in the Litigation. TUNYAN LAW, APC,
20 is appointed Class Counsel.

21 9. The Court appoints ILYM GROUP, Inc. to act as the Settlement Administrator,
22 pursuant to the terms set forth in the Agreement.

23 10. All other Class Members are Settlement Class Members, bound by the Final Approval
24 Order and Judgment in the Action.

25 11. Upon entry of this Final Approval Order and the subsequent Judgment, funding of the
26 Settlement and compensation to the Settlement Class Members and PAGA Employees shall be
27 implemented pursuant to the terms of the Settlement.

28 12. In addition to any recovery that Plaintiff may receive under the Settlement as a

1 Settlement Class Member, and in recognition of the Plaintiff's general release of individual claims and
2 his efforts on behalf of the Settlement Class, the Court hereby approves the payment of an enhancement
3 awards to Plaintiff ELIM BAZAN in the amount of **\$7,500.00**.

4 13. The Court approves the payment of attorneys' fees to Class Counsel in the amount of
5 **\$34,166.67** to Tunyan Law, APC. Litigation expenses are approved by the Court in the amount of
6 **\$8,330.72** to Tunyan Law, APC.

7 14. The Court approves and orders payment in the amount of **\$9,850.00** to ILYM GROUP,
8 Inc. or its services as the Settlement Administrator.

9 15. The Court approves and orders payment in the amount of **\$11,250.00** to the Labor and
10 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
11 General Act of 2004 (Labor Code § 2698 et seq.).

12 16. Upon completion of administration of the Settlement, the Parties shall file a declaration
13 stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement
14 have been completed.

15 17. The Court sets a non-appearance case review regarding compliance with all fund
16 distribution requirements under the Settlement for _____, 2025, at _____,
17 in Dept.6 of the above-entitled Court. A Final Report, including any declaration from the Settlement
18 Administrator regarding compliance, shall be filed with the Court no later than _____,
19 2025.

20 18. Once Defendants fully fund the Settlement by paying the amounts specified in the
21 Settlement, including the Gross Settlement Amount, Plaintiff, the Participating Class Members, and the
22 PAGA Employees, shall have, by operation of this Final Approval Order and the Judgment issued
23 thereon, fully, finally and forever released, relinquished, and discharged Defendants from the Released
24 Claims and released PAGA Claims described in the Settlement.

25 19. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
26 notice of this final Order and Judgment to all Settlement Class Members by posting the Order and
27 Judgment for 90 days on the Settlement Administrator's website and to the LWDA, pursuant to Labor
28 Code § 2699(1)(3).

20. The Court retains jurisdiction to consider all further applications arising out of or in connection with the settlement.

IT IS SO ORDERED.

Dated: _____

Hon. Elihu M. Berle
LOS ANGELES SUPERIOR COURT JUDGE

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of
6 18 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285,
7 Glendale, California 91203.

8 On the date indicated below, I served the document described as: **[PROPOSED] ORDER**
9 **GRANTING FINAL APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION**
10 **SETTLEMENT** on the interested parties in this action by sending a true copy thereof to interested
11 parties as follows and as stated on the attached service list:

12 Anthony J. Zaller
13 azallaer@zallerlaw.com
14 Anne McWilliams
15 amcwilliams@zallerlaw.com
16 Pooja V. Patel
17 ppatel@zallerlaw.com
18 **ZALLER LAW GROUP, PC**
19 999 N. Pacific Coast Highway, Suite 525
20 El Segundo, California 90245
21 Telephone: (323) 592-3505

22 *Attorneys for Defendants Casa Martin, LLC and Casa Martin Promenade, LLC*

23 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties
24 to accept electronic service, I caused the documents to be sent to the persons at the
25 electronic service addresses listed above via third-party cloud service
26 **CASEANYWHERE**. I did not receive an error message.

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

Executed on December 23, 2024 at Glendale, California.

Lilit Tunyan
Name



Signature