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Attorney for Plaintiffs and Putative Class

FILED
Superior Court of California
County of Los Angeles

MAR 25 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By Dejane Wortham, Deputy

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MAR 22 2021

FILING WINDOW

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ROBERT MARTINEZ, MAIKU BRAXTON, on) Case No. 19STCV44314

their own behalf and on behalf of all others

similarly situated

Plaintiffs,

vs.

ALFRED CLUB, INC and DOES 1 through
100, inclusive,

Defendants.

JUDGE: Honorable Ann I. Jones
DEPT: 11

CLASS ACTION

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

Action Filed: December 11, 2019

FAC Filed: July 8, 2020

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1 Plaintiffs Robert Martinez and Maiku Braxton's (collectively, "Plaintiffs"), application
2 for an order preliminarily approving the class action settlement and setting a final approval
3 hearing in the entitled Robert Martinez and Maiku Braxton v. Alfred Club, Inc., Los Angeles
4 County Superior Court Case No.19STCV44314 (the "Litigation") was heard before
5 the Honorable Ann I. Jones on March 18, 2021 at 11:00 a.m. in Department 11 of the
6 above-entitled Court. The Court has considered the Revised Joint Stipulation of Class
7 Action Settlement and Release¹ (the "Agreement" "Settlement," or "Settlement Agreement")
8 and the exhibits attached thereto, and all other papers filed in this action.

9 **NOW THEREFORE, IT IS HEREBY ORDERED:**

10 1. This Order incorporates by reference the definitions in the Settlement Agreement,
11 and all terms defined therein shall have the same meaning as set forth in the Settlement
12 Agreement.

13 2. The Settlement Class shall be conditionally certified for settlement purposes only
14 and shall consist of:

15 A member of the class conditionally certified for settlement purposes only during
16 the applicable Settlement Period, consisting of all current and former non-exempt
17 employees who worked for Defendant in California at any time during the Settlement
18 Period. Defendants represents and has represented throughout the course of this litigation,
19 that approximately 105 Class Members comprise this Class for purposes of this Settlement.
20 Should the size of the Class increase by more than seven percent (7%) on or before October
21 15, 2020 or the Court's granting of preliminary approval, whichever occurs sooner, then
22 Plaintiff may either void the entirety of this agreement or seek an increase of the Gross
23 Settlement to correspond with the increase in the Class Size.

24 3. The Settlement entered into among the Parties and by and through their respective
25 counsel, is preliminarily approved as it appears to be proper, to fall within the range of
26 reasonableness, to be the product of arm's-length and informed negotiations, to treat all Class
27 members fairly, and to be presumptively valid, subject only to any objections that may be
28 raised at or before the final approval hearing. The Court further finds that Plaintiff's counsel
conducted extensive investigation and research, and that they were able to reasonably evaluate
Plaintiffs position and the strengths and weaknesses of their claims and the ability to certify

¹ See the [Revised] Joint Stipulation Re: Class Action Settlement Agreement, **Exhibit A** attached hereto.

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1 them. Plaintiff has provided the Court with enough information about the nature and
2 magnitude of the claims being settled, as well as the impediments to recovery, to make an
3 independent assessment of the reasonableness of the terms to which the Parties have agreed.

4 4. The Court also finds that settlement now will avoid additional and potentially
5 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigation
6 the action.

7 5. The Court preliminarily approves the Settlement Agreement, including all the
8 terms and conditions set forth therein and the monetary amounts and allocation of payments.

9 6. The rights of any potential objectors to the proposed Settlement are adequately
10 protected in that they may exclude themselves from the Settlement or they may object to the
11 Settlement. However, to do so they must follow the procedures outlined in the Settlement
12 Agreement and Notice of Class Action Settlement for making objections and opt-outs.

13 7. The Court approves, as to form and content, the proposed Notice of Class Action
14 Settlement ("Class Notice").

15 8. The Court directs the mailing, by first-class regular U.S. mail, of the Class Notice
16 in accordance with the schedule set forth below and the procedures described in the Settlement
17 Agreement. The Court finds that the method selected for communicating the preliminary
18 approval of the Settlement Agreement to Class Members is the best notice practicable under
19 the circumstances, constitutes due and sufficient notice to all persons entitled to notice and
20 thereby satisfies due process.

21 9. The Class Representatives Plaintiffs Robert Martinez and Maiku Braxton are
22 suitable class representatives and are appointed Class Representative for the Settlement Class
23 conditionally certified by this Order.

24 10. The Court appoints Haig B. Kazandjian Lawyers, APC as Class Counsel. Class
25 Counsel are authorized to act on behalf of the Class with respect to all acts or consents required
26 by, or which may be given, pursuant to the Settlement, and such other acts reasonably necessary
27 to finalize the Settlement and its terms. Any Class Member may enter an appearance through
28 his or her own counsel at such Class Member's own expense. Any Class Member who does not

enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

11. The Court approves and appoints CPT as the Settlement Administrator.

12. The Court hereby approves the designation of the California State Controllers Office as the *cypres* recipient of un-redeemed, uncashed settlement checks.

13. The following dates shall govern for purposes of this Settlement:

Date Triggering Events	Event
The date of this Order	Date of Preliminary Approval of the Settlement and conditional certification of the Class ("Preliminary Approval")
Within fourteen (15) calendar days of the Preliminary Approval Date	Defendant to provide the Class List and Data Report to Settlement Administrator
Within fourteen (14) days of receipt of the Class List and Data Report	Settlement Administrator to mail Class Notice Packets ("Mailing Date")
Within thirty (30) calendar days, with and additional fifteen (15) for re-mailed notices ("Opt-Out Period")	Opt-Out Period deadline for Class Members to submit objections or requests for exclusion/opt-out from Settlement
No later than June 17, 2021	Plaintiffs deadline for filing: (1) Motion for Final Approval; (2) Application for Attorney's Fees, Costs, and Expenses, and (3) Declaration from Settlement Administrator
July 12, 2021 at 11:00 a.m.	Final Approval Hearing

14. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all dates provided for in the Settlement without further notice to the Class, and retains jurisdictions to consider all further applications arising out of, or connected with, the Settlement.

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IT IS SO ORDERED.

Dated: 3-25-21


The Honorable Ann I. Jones

03/25/2021