

01/26/2024

David W. Slayton, Executive Officer / Clerk of Court

By:                     R. Aspiras                     Deputy

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9 proposed Plaintiff ALBINA LOPEZ  
10 individually and on behalf of others  
11 similarly situated and aggrieved

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

14 LUIS IBARRA and ALBINA LOPEZ,  
15 individually, and on behalf of others  
16 similarly situated and aggrieved,

17 Plaintiff,

18 vs.

19 ARTISAN SCREEN PRINTING, INC., a  
20 California corporation; VASANT  
21 DOBARIA, an individual; PRAFUL  
22 BAJARIA, an individual; C.P. KHENI, an  
23 individual; ARTISAN SCREEN PROCESS,  
24 INC., an entity of unknown form; ARTISAN  
25 SCREEN PROCESS, an entity of unknown  
26 form; ARTISAN SCREEN, an entity of  
27 unknown form; ARTISAN SCREEN  
28 PROCESS AND CUSTOM BLOW  
MOLDING, an entity of unknown form;  
ARTISAN REAL ESTATE INVESTMENT,  
LLC, a California limited liability company;  
and DOES 6 through 50, inclusive,

Defendants.

CASE NO. BC644708

**CLASS ACTION**

[Assigned for all purposes to the Honorable  
David S. Cunningham; Dept. 11]

**~~PROPOSED~~ ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT (CRC RULE  
3.769)**

Date: July 26, 2023  
Time: 10:00 a.m.  
Dept.: 11

1 On July 26, 2023, the Court conducted a hearing on the unopposed Motion for  
2 Preliminary Approval of Class Action Settlement filed by Plaintiffs LUIS IBARRA and  
3 ALBINA LOPEZ (collectively “Plaintiffs”). The Court has reviewed and considered the  
4 Memorandum of Points and Authorities in support of the Motion, the Declarations of Counsel  
5 and Plaintiff, and the exhibits in support of the Motion, including the Stipulation of Class Action  
6 Settlement Agreement and Class Notice (“Agreement” or “Settlement”) between Plaintiffs and  
7 Artisan Screen Printing, Inc., Vasant Dobarra, Praful Bjaria, C.P. Kheni, Artisan Screen Process,  
8 Artisan Screen, Artisan Screen Process and Custom Blow Molding, and Artisan Real Estate  
9 Investment, LLC (collectively “Defendants”) (Plaintiff and Defendant shall be referred to  
10 collectively as the “Parties”).

11 The Order hereby incorporates by reference the definitions in the Settlement Agreement  
12 as though fully set forth herein, and all terms used herein shall have the same meaning as set  
13 forth in the Settlement Agreement.

14 NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY**  
15 **MAKES THE FOLLOWING FINDINGS:**

16 1. The Court finds on a preliminary basis that the proposed Settlement falls within  
17 the range of reasonableness, and the terms of Settlement, as set forth in the Settlement  
18 Agreement, are presumptively fair, adequate and reasonable to the Class and, therefore, meet  
19 the requirements for preliminary approval, subject only to any objections that may be raised  
20 before or at the Final Fairness and Approval Hearing. It appears to the Court that the Settlement’s  
21 terms are fair, adequate, and reasonable as to all potential Class Members when balanced against  
22 the probable outcome of further litigation, given the risks relating to liability and damages. It  
23 further appears that extensive investigation and research has been conducted such that counsel  
24 for the Parties at this time are reasonably able to evaluate their respective positions. It further  
25 appears to the Court that the Settlement at this time would avoid substantial additional costs by  
26 all Parties, as well as the delay and risks that would be presented by the further prosecution of  
27 the Class Action. It appears the Settlement has been reached as a result of intensive, arms-length  
28 negotiations utilizing an experienced third party neutral.

1           2.       The Court further finds, for settlement purposes only, that the requirements of  
2 California Code of Civil Procedure § 382 and of California Rules of Court, Rule 3.760 *et seq.*  
3 are satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class  
4 described in the Motion for Preliminary Approval and Settlement Agreement: All individuals  
5 currently or formerly employed by Artisan in the State of California, non exempt employees at  
6 any time from December 31, 2012 to November 18, 2022.

7           3.       The Court further finds that the moving papers presented for the Court’s review  
8 set forth a plan to provide proper notice to the Class of the terms of the Settlement and the  
9 options available to the Class, including the ability of the Class Members to Opt Out or submit  
10 a Request for Exclusion to the Settlement and Class and not be bound by the Settlement  
11 Agreement or receive any Settlement Payment under it; to object to the terms of the Settlement;  
12 or to do nothing and receive a Settlement Payment and be bound by the terms of the Settlement.  
13 Plaintiff has submitted to the Court a Notice of Class Settlement.

14           As a result, for good cause appearing, **IT IS HEREBY ORDERED THAT:**

15           1.       The Court hereby preliminarily approves the proposed Settlement upon the  
16 terms, conditions, and all release language set forth in the Settlement Agreement attached hereto  
17 as **Exhibit A**.

18           2.       The Court conditionally certifies and approves, for settlement purposes only, the  
19 Class described above.

20           3.       For the purposes of this Settlement, Matern Law Group, PC (“Class Counsel”) is  
21 hereby appointed as Class Counsel and shall represent the Class Members in this Class Action.  
22 Any Class Members may enter an appearance in the Class Action, at their own expense, either  
23 individually or through counsel of their own choice. However, if they do not enter an  
24 appearance, they will be represented by Class Counsel.

25           4.       For the purposes of this Settlement, Plaintiffs Luis Ibarra and Albina Lopez are  
26 hereby appointed as Class Representatives for the Class.

27           5.       The Court confirms CPT Group, Inc. as the Settlement Administrator. The  
28 procedures for paying the Settlement administrative costs, as set forth in the Settlement

1 Agreement, are approved. CPT Group, Inc. is directed to perform all responsibilities of the  
2 Settlement Administrator as set forth in the Settlement Agreement.

3 6. The Court hereby approves, as to form and content, the Notice of Class  
4 Settlement included in the Settlement Agreement. The Court finds that the dates and procedure  
5 for mailing and distribution of the Notice of Class Settlement in the manner set forth in  
6 Paragraph 7 of this Order meets the requirements of due process and are the best notice  
7 practicable under the circumstances and shall constitute due and sufficient notice to all persons  
8 entitled thereto.

9 7. The Court directs the mailing of the Court approved Class Notice via first class  
10 mail to the Class Members in accordance with the schedule and procedures set forth in the  
11 Settlement Agreement.

12 8. The procedures for Class Members to Opt Out or submit a request for Exclusion,  
13 as set forth in the Notice of Class Settlement and Settlement Agreement, are approved. The time  
14 for Class Members to Opt Out shall be sixty (60) days after the date of the first mailing of the  
15 Notices of Class Settlement.

16 9. The procedures for Class Members to object to the Settlement, as set forth in the  
17 Notice of Class Settlement and Settlement Agreement, are approved. The time for Class  
18 Members to object to the Settlement shall be sixty (60) days after the date of the first mailing of  
19 the Notices of Class Settlement.

20 10. The procedures for Participating Class Members to dispute the number of  
21 workweeks worked and to object to the Settlement Agreement, as set forth in the Notice of Class  
22 Settlement and Settlement Agreement, are approved.

23 11. The Court hereby preliminarily approves the definition and disposition of the  
24 Gross Settlement Amount as that term is defined in the Settlement Agreement. The Court  
25 preliminarily approves the distribution of the Gross Settlement Amount, all subject to the  
26 Court's final approval of the Settlement at the Final Approval Hearing. Assuming the Settlement  
27 receives final approval, Defendant shall be required to pay only the Gross Settlement Amount  
28 in the total amount of Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00).

1 ~~UCC~~ A Final Approval Hearing (the “Hearing”) shall be held on \_\_\_\_\_,  
2 ~~20~~ at ~~8:30~~ a.m. before the Honorable David S. Cunningham in Department 11 of the County  
3 of Los Angeles – Spring Street Courthouse. The purpose of such Hearing will be to: (a)  
4 determine whether the proposed Settlement should be finally approved by the Court as fair,  
5 reasonable and adequate; (b) determine the reasonableness of Class Counsel’s request for  
6 attorneys’ fees and costs and amount to be awarded; (c) determine the reasonableness of the  
7 service award requested for the Class Representatives and amount to be awarded; and (d) order  
8 entry of Judgment in the Class Action, which shall constitute a complete release and bar with  
9 respect to the Released Claims.

10 13. Plaintiff and all other Class Members are hereby enjoined from filing or  
11 prosecuting any other cases, claims or administrative proceedings involving any Released  
12 Claims prior to the Court’s determination as to whether to finally approve the Settlement in this  
13 case.

14 14. Class Counsel shall file and serve all papers in support of the Motion for Final  
15 Approval and any application for reimbursement of attorneys’ fees and expenses, including any  
16 expenses associated with or incurred by the Settlement Administrator, by \_\_\_\_\_,  
17 ~~20~~

18 15. The Court reserves the right to continue the date of the Final Approval Hearing  
19 without further notice to the Class Members and retains jurisdiction to consider all further  
20 applications arising out of or connected with the proposed Settlement.

21 16. All further proceedings in this Action shall be stayed except such proceedings  
22 necessary to review, approve, and implement this Settlement.

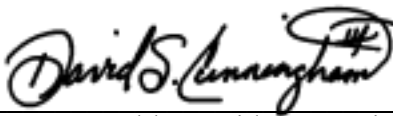
23 17. In the event: (i) the Court does not finally approve the Settlement as contemplated  
24 by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order as  
25 contemplated by the Settlement Agreement, which becomes final as a result of the occurrence  
26 of the Effective Date (as that term is defined by in the Settlement); or (iii) the Settlement does  
27 not become final for any other reason, the Settlement and any related Class shall be null and  
28 void and any order or judgment entered by this Court in furtherance of the Settlement shall be

1 deemed as void from the beginning. In such a case, the Parties and any funds to be awarded  
2 under this Settlement shall be returned to their respective statuses as of the date and time  
3 immediately prior to the execution of the Settlement, and the Parties shall proceed in all respects  
4 as if no Class had been certified and the Settlement Agreement had not been executed.

5 18. Neither the Settlement, preliminarily approved or not, nor any exhibit, document  
6 or instrument delivered hereunder, nor any statement, transaction or proceeding in connection  
7 with the negotiation, execution or implementation of the Settlement, shall be admissible in  
8 evidence for any reason except as provided in the Settlement Agreement.

9 **IT IS SO ORDERED.**

10  
11 **Dated:** 01/26/2024

  
\_\_\_\_\_  
Honorable David S. Cunningham  
Judge of the Superior Court

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