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and Matthew Allen Keim

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

MARIA JANET SANTOS MARTINEZ and  
MATTHEW ALLEN KEIM, on behalf of  
themselves and all others similarly situated,

Plaintiff,

v.

LE ZINC BAR LLC, a California limited  
liability company; and DOES 1 through 100,  
inclusive,

Defendant.

**CASE NO. 22STCV09367**

**CLASS ACTION**

*[Assigned for all purposes to the Hon. Carolyn  
B. Kuhl in Dept. 12]*

**AMENDED ~~[PROPOSED]~~  
PRELIMINARY APPROVAL ORDER**

Hearing Date: \_ June 5, 2024 \_

Hearing Time: 11:30 a.m.

Dept.: 12

**FILED**  
Superior Court of California  
County of Los Angeles

**06/05/2024**

David W. Slayton, Executive Officer / Clerk of Court

By: L. M'Greené Deputy

1 This matter came before the Honorable Carolyn B. Kuhl of the Superior Court of the State  
2 of California, in and for the County Los Angeles, for hearing on the unopposed motion by  
3 Plaintiffs Maria Janet Santos Martinez, Matthew Allen Keim, and Sonali Chandra (collectively,  
4 “Plaintiffs”) for preliminary approval of the Settlement with Le Zinc Bar, LLC (“Defendant” or  
5 “Le Zinc”). The Court, having considered the briefs, argument of counsel and all matters  
6 presented to the Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion for  
7 Preliminary Approval of Class Action Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement  
10 Agreement (“Agreement” or “Settlement”) attached as Exhibit 1 to the Declaration of Haig B.  
11 Kazandjian in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.  
12 This is based on the Court’s determination that the Settlement set forth in the Agreement is within  
13 the range of possible final approval, pursuant to the provisions of Section 382 of the California  
14 Code of Civil Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all  
16 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. The Court hereby preliminarily approves the definition and disposition of the Gross  
18 Settlement Amount as that term is defined in the Settlement. The Gross Settlement Amount that  
19 Defendant shall pay is Two Million Dollars and Zero Cents (\$2,000,000.00). It appears to the  
20 Court on a preliminary basis that the settlement amount and terms are fair, adequate and  
21 reasonable as to all potential Class Members when balanced against the probable outcome of  
22 further litigation and the significant risks relating to certification, liability and damages issues. It  
23 further appears that investigation and research have been conducted such that counsel for the  
24 Parties are able to reasonably evaluate their respective positions. It further appears to the Court  
25 that the Settlement will avoid substantial additional costs by all Parties, as well as avoid the delay  
26 and risks that would be presented by the further prosecution of the Action. It further appears that  
27 the Settlement has been reached as the result of serious and non-collusive, arms-length  
28 negotiations.

1           4.       The Court preliminarily finds that the Settlement appears to be within the range of  
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The  
3 Court has reviewed the monetary recovery that is being granted as part of the Settlement and  
4 preliminarily finds that the monetary settlement awards made available to the Class is fair,  
5 adequate, and reasonable when balanced against the probable outcome of further litigation and the  
6 significant risks relating to certification, liability, and damages issues.

7           5.       The Agreement specifies for an attorneys' fees award not to exceed thirty-five  
8 percent (35%) of the Gross Settlement Amount (\$700,000.00, an award of litigation expenses  
9 incurred, not to exceed \$50,000.00, and a proposed Class Representative Service Payment to the  
10 three Plaintiffs in an amount not to exceed \$7,500.00 each to Plaintiffs Maria Janet Santos  
11 Martinez, Matthew Allen Keim, and Sonali Chandra, which is \$22,500.00 in total for the three  
12 named Plaintiffs. The Court preliminarily approves the above distribution of the Gross Settlement  
13 Amount, all subject to the Court's final approval of the Settlement. Plaintiffs will be required to  
14 present evidence supporting these requests, including lodestar, prior to final approval.

15           6.       The Court recognizes that Plaintiffs and Defendant stipulate and agree to  
16 representative treatment and certification of a class for settlement purposes only. This stipulation  
17 will not be deemed admissible in this or any other proceeding should this Settlement not become  
18 final. For settlement purposes only, the Court conditionally certifies the following Class: "all  
19 individuals who worked for Le Zinc Bar, LLC in California and classified as hourly, non-exempt  
20 employees at any time during the Class Period of March 16, 2018 to October 10, 2023."

21           7.       The Court concludes that, for settlement purposes only, the Class meets the  
22 requirements for certification under section 382 of the California Code of Civil Procedure in that:  
23 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
24 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
25 community of interest amongst the members of the Class with respect to the subject matter of the  
26 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)  
27 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a  
28 class action is superior to other available methods for the efficient adjudication of this controversy;

1 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are  
2 adequate representatives of the Class.

3 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The  
4 Court provisionally appoints Haig B. Kazandjian and Melissa R. Robinson of Haig B. Kazandjian  
5 Lawyers, APC; and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C. as Class  
6 Counsel for the Class.

7 9. The Agreement allocates \$50,000.00 from the Gross Settlement Amount for the  
8 alleged Civil Penalties under PAGA. Consistent with PAGA, the \$50,000.00 PAGA Payment  
9 allocates a 75% share of the civil penalties paid under this Agreement pursuant to the PAGA  
10 (\$37,500.00) to the Labor & Workforce Development Agency ("LWDA") and the remaining 25%  
11 to the Aggrieved Employees, defined as all individuals who are or were previously employed by  
12 Defendant in the State of California who were classified as hourly, non-exempt employees during  
13 the period of December 6, 2020 through October 10, 2023 (the "PAGA Period"). Pursuant to  
14 Labor Code section 2699, subdivision (l)(2), the LWDA will be provided notice of the Agreement  
15 and these settlement terms. The Court finds the PAGA Penalties Payment to be reasonable.

16 10. The Court hereby approves, as to form and content, the Class Notice attached to the  
17 Agreement as "Exhibit A." The Court finds that the Class Notice appears to fully and accurately  
18 inform the Class of all material elements of the proposed Settlement, of the Class Members' right  
19 to be excluded from the Class by submitting a written opt-out request, and of each member's right  
20 and opportunity to object to the Settlement. The Court further finds that the distribution of the  
21 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets  
22 the requirements of due process, is the best notice practicable under the circumstances, and shall  
23 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of  
24 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class  
25 Notice Packet is returned because of an incorrect address, the Administrator will promptly search  
26 for a more current address for the Class Member and re-mail the Class Notice Packet to any new  
27 address for the Class Member no later than seven (7) days after the receipt of the undelivered  
28 Class Notice.

1           11.     The Court hereby appoints ILYM Group as the Administrator. No later than fifteen  
2 (15) days after this Order, Defendant will provide to the Administrator an electronic database  
3 containing the Class Data. The Administrator will perform address updates and verifications as  
4 necessary prior to the first mailing. Using best efforts to mail it as soon as possible, and in no  
5 event later than 14 days after receiving the Class Data, the Administrator will send to all Class  
6 Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish  
7 translation.

8           12.     The Court hereby preliminarily approves the proposed procedure for exclusion  
9 from the Settlement. Any Class Member may individually choose to opt out of and be excluded  
10 from the Class as provided in the Class Notice by following the instructions for requesting  
11 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be  
12 postmarked or received no later than forty-five (45) calendar days after the date of the mailing of  
13 the Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response  
14 Deadline for requests for exclusion will be extended an additional fourteen (14) days. A Request  
15 for Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.  
16 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to  
17 any recovery under the Class Settlement and will not be bound by the Class Settlement or have  
18 any right to object, appeal or comment thereon. Class Members who have not requested exclusion  
19 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for  
20 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a  
21 group, class, or subclass of individuals is not permitted and will be deemed invalid. However,  
22 Non-Participating Class Members who are Aggrieved Employees cannot opt-out of the PAGA  
23 portion of the Agreement and are eligible for an Individual PAGA Payment.

24           13.     Any Class Member who has not opted out may appear at the final approval hearing  
25 and may object or express the Member’s views regarding the Settlement, and may present  
26 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard  
27 and determined by the Court as provided in the Notice. Class Members will have until the  
28 Response Deadline to submit their written objections to the Administrator. Written objections

1 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class  
2 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an  
3 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval  
4 Hearing to make an oral objection.

5 14. A final approval hearing shall be held before this Court on U&A HEARING  
6 \_\_\_\_\_ at FOHEA in Department 12 at the Los Angeles County Superior Court,  
7 Spring Street Courthouse to hear the motion for final approval and the motion for attorneys' fees  
8 and costs, and to determine all necessary matters concerning the Settlement, including: whether  
9 the proposed settlement of the Action on the terms and conditions provided for in the Agreement  
10 is fair, adequate and reasonable and should be finally approved by the Court; whether the Final  
11 Approval Order and Judgment should be entered herein; whether the plan of allocation contained  
12 in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and  
13 to finally approve attorneys' fees and costs, service awards, and the fees and expenses of the  
14 Administrator. All papers in support of the motion for final approval and the motion for attorneys'  
15 fees, costs and service awards shall be filed with the Court and served on all counsel no later than  
16 sixteen (16) court days before the hearing and both motions shall be heard at this final approval  
17 hearing.

18 15. Neither the Settlement nor any exhibit, document, or instrument delivered  
19 thereunder shall be construed as a concession or admission by Defendant in any way that the  
20 claims asserted have any merit and shall not be used as evidence of, or used against Defendant as,  
21 an admission or indication in any way, including with respect to any claim of any liability,  
22 wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted  
23 by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any  
24 exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or  
25 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received  
26 as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited  
27 to, evidence of a presumption, concession, indication or admission by Defendant of any liability,  
28 fault, wrongdoing, omission, concession or damage.

1           16.     The Court reserves the right to adjourn or continue the date of the final approval  
2 hearing and all dates provided for in the Agreement without further notice to Class Members, and  
3 retains jurisdiction to consider all further applications arising out of or connected with the  
4 proposed Settlement.

5           **IT IS SO ORDERED.**

6  
7 Dated:       06/05/2024



*Carolyn B. Kuhl*

Carolyn B. Kuhl / Judge

HON. CAROLYN B. KUHL  
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

1 **PROOF OF SERVICE**

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

5 I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California;  
6 I am over the age of eighteen years and not a party to the within action; my business address is  
7 801 North Brand Blvd., Suite 970, Glendale, California 91203. My electronic service address is  
ashley@hbklawyers.com.

8 On May 23, 2024, I served the following: **AMENDED [PROPOSED] PRELIMINARY**  
9 **APPROVAL ORDER**, on the interested parties by following one of the methods of service as  
follows:

10 Jesse M. Caryl, Esq.  
11 Jennifer Carver, Esq.  
12 BENT CARYL & KNOLL, LLP  
13 6300 Wilshire Blvd., Suite 1415  
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15 Vedang Patel, Esq.  
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20 (X) **BY ELECTRONIC MAIL:** I hereby certify that this document was served from Los  
21 Angeles, California, by e-mail delivery on the parties listed herein at their most recent  
22 known email address or e-mail of record in this action.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
true and correct.

24 Executed on May 23, 2024 at Glendale, California.

25 /s/ Ashley Narinyans

26 \_\_\_\_\_  
27 Ashley Narinyans  
28