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**MATERN LAW GROUP, PC**  
MATTHEW J. MATERN (SBN 159798)  
MIKAEL H. STAHL (SBN 182599)  
1230 Rosecrans Avenue, Suite 200  
Manhattan Beach, California 90266  
Telephone: (310) 531-1900  
Facsimile: (310) 531-1901

Attorneys for Plaintiff LUIS IBARRA and  
proposed Plaintiff ALBINA LOPEZ  
individually and on behalf of others  
similarly situated and aggrieved

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

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

Plaintiff,

vs.

ARTISAN SCREEN PRINTING, INC., a  
California corporation; VASANT  
DOBARIA, an individual; PRAFUL  
BAJARIA, an individual; C.P. KHENI, an  
individual; ARTISAN SCREEN PROCESS,  
INC., an entity of unknown form; ARTISAN  
SCREEN PROCESS, an entity of unknown  
form; ARTISAN SCREEN, an entity of  
unknown form; ARTISAN SCREEN  
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.

**FILED**  
Superior Court of California  
County of Los Angeles  
**06/04/2024**  
David W. Slayton, Executive Officer / Clerk of Court  
By:                     T. Lewis                     Deputy

CASE NO. BC644708

**CLASS ACTION**

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

**~~[PROPOSED]~~ ORDER GRANTING  
PLAINTIFF’S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT (CRC RULE 3.769)**

Date: June 4, 2024  
Time: 9:00 a.m.  
Department: 11

Complaint Filed: December 21, 2016  
Trial Date: None Set

1 On June 4, 2024, the Court conducted a hearing on the unopposed Motion for Final  
2 Approval of Class Action Settlement filed by Plaintiffs LUIS IBARRA and ALBINA LOPEZ  
3 (collectively “Plaintiffs”). The Court has reviewed and considered the Memorandum of Points  
4 and Authorities in support of the Motion, the Declarations of Counsel, and the exhibits in support  
5 of the Motion, including the Stipulation of Class Action Settlement Agreement and Class Notice  
6 (“Agreement” or “Settlement”) between Plaintiffs and Artisan Screen Printing, Inc., Vasant  
7 Dobaria, Praful Bjaria, C.P. Kheni, Artisan Screen Process, Artisan Screen, Artisan Screen  
8 Process and Custom Blow Molding, and Artisan Real Estate Investment, LLC (collectively  
9 “Defendants”) (Plaintiff and Defendant shall be referred to collectively as the “Parties”).

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

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

- 15 1. Plaintiff’s Motion for Final Approval of Class Action Settlement is GRANTED.
- 16 2. In accordance with the Stipulation, Judgment shall be entered pursuant to the  
17 terms of the Stipulation, in the amount of \$650,000, plus Defendants’ share of payroll taxes and  
18 withholdings, which shall be paid separately from and in addition to the Gross Settlement  
19 Amount.
- 20 3. Solely for purposes of effectuating the Settlement, this Court has certified a class  
21 (“Class”) defined as:  
22 All Individuals who were employed by Artisan in California and  
23 classified as non-exempt employees at any time during December  
24 21, 2015 to November 18, 2022.
- 25 4. The notice provided to the Class Members conforms with the requirements of  
26 California Code of Civil Procedure section 382, California Civil Code section 1781, California  
27 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other  
28 applicable law, and constitutes the best notice practicable under the circumstances, by providing  
individual notice to all Class Members who could be identified through reasonable effort, and

1 by providing due and adequate notice of the proceedings and of the matters set forth therein.

2 The notice fully satisfies the requirements of due process.

3 5. The Court finds that zero (0) Class Members objected to the Settlement.

4 6. The Court finds tha zero (0) Class Members requested exclusion from the  
5 Settlement.

6 7. Upon the date that Defendant has fully funded the Settlement and funds all  
7 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Plaintiffs  
8 and Participating Class Members shall have, by operation of this Judgment, be deemed to have  
9 fully and finally released the Released Parties from any and all Released Claims for the duration  
10 of the Class Period, including, but not limited to: (a) all claims that were, or reasonably could  
11 have been, alleged, based on the facts contained in the Operative Complaint or ascertained  
12 during the Action and released under 5.2, below; and (b) any other claims, debts, liabilities,  
13 demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether  
14 known or unknown, or suspected or unsuspected, arising out of or in connection with their  
15 employment with Artisan, the separation of such employment, or any other act, omission or  
16 event occurring between the Parties at any time prior to the date Employee executes this  
17 Agreement. This General Release includes, without limitation: (1) all claims for violation of any  
18 federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of  
19 absence, or discrimination, harassment, retaliation or whistleblowing in employment,  
20 specifically including, without limitation, the California Fair Employment and Housing Act, the  
21 California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical  
22 Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection  
23 Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and  
24 the Employee Retirement Income Security Act, the Consolidated Omnibus Budget  
25 Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker  
26 Adjustment and Retraining 8 Notification Act of 1988, the California Worker Adjustment and  
27 Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights  
28 Act, and any regulation of any administrative agency or governmental authority relating to

1 employment benefits or discrimination or harassment or retaliation in employment; (2) all claims  
2 for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide  
3 accurate itemized wage statements, failure to maintain accurate records, failure to reimburse  
4 business expenses, failure to provide meal periods or rest breaks, failure to provide paid sick  
5 leave, failure to post notice of paydays and time and place of payment, and any claim for  
6 violations of the California Labor Code, California’s Business and Professions Code § 17200 et  
7 seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any non-  
8 statutory tort or contractual claim, including all claims for breach of oral, implied or written  
9 contract, breach of implied covenant of good faith and fair dealing, negligent or intentional  
10 infliction of emotional distress, and conversion; (4) all claims for wrongful termination of  
11 employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys’  
12 fees and costs. (“Plaintiffs’ General Release.”) Plaintiffs’ General Release does not extend to  
13 any claims or actions to enforce this Agreement, or to any claims for vested benefits,  
14 unemployment benefits, disability benefits, social security benefits, workers’ compensation  
15 benefits that arose at any time. Plaintiffs acknowledge that they may discover facts or law  
16 different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true  
17 but agree, nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects,  
18 notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

19           8.       Plaintiff shall have, by operation of this Judgment, be deemed to have expressly  
20 waived and relinquished the Released Parties from any and all claims, demands, rights,  
21 liabilities, and/or causes, of any form whatsoever, whether known or unknown, unforeseen,  
22 unanticipated, unsuspected or latent, that have been or could have been asserted by Plaintiff or  
23 Plaintiff’s heirs, successors and/or assigns, whether directly, indirectly, representatively,  
24 derivatively or in any other capacity, against Defendant or any of the other Released Parties,  
25 arising at any time prior to entry of the Final Order and Judgment, and shall waive all rights and  
26 benefits under Civil Code § 1542.

27           9.       The Court finds that the Gross Settlement Amount, the Net Settlement Amount,  
28 and the methodology used to calculate and pay each Participating Class Member’s Individual

1 Settlement Awards and PAGA penalties to Eligible PAGAs are fair and reasonable, and  
2 authorizes the Settlement Administrator to pay the Individual Settlement Awards to  
3 Participating Class Members and the PAGA penalties to Eligible PAGA Members in accordance  
4 with the terms of the Settlement Agreement.

5 10. Pursuant to this Judgment, Class Counsel is awarded attorneys' fees in the  
6 amount of \$216,666.67 (one-third of the Gross Settlement Amount) for their services in  
7 connection with the litigation and resolution of the claims asserted in this action, to be paid from  
8 the Gross Settlement Amount pursuant to the terms of the Stipulation.

9 11. Class Counsel is awarded \$68,302.91 in costs and expenses, to be paid from the  
10 Gross Settlement Amount pursuant to the terms of the Stipulation.

11 12. Plaintiffs Luis Ibarra and Albina Lopez shall each be paid from the Gross  
12 Settlement Amount a Class Representative Service Award in the amount of ~~\$7,500~~ <sup>\$1,500</sup> for their time  
13 and effort in bringing and presenting the Action and for releasing her Released Claims.

14 13. The Court approves a PAGA payment to the Labor and Workforce Development  
15 Agency ("LWDA") of \$26,250, which represents seventy-five percent (75%) of the total PAGA  
16 Allocation of \$35,000.

17 14. The Court approves Settlement Administration Costs in the amount of Ten  
18 Thousand Five Hundred Dollars (\$10,500.00) to be paid to CPT Group, Inc. from the Gross  
19 Settlement Amount.

20 15. Defendants' share of payroll taxes will be paid by Defendant separately from the  
21 Gross Settlement Amount.

22 16. The Parties shall implement the Stipulation according to its terms.

23 17. The Settlement Administrator shall file a report concerning the amount of money  
24 distributed by ~~R}^A FCGI~~, 2024. A non-appearance hearing regarding the Final  
25 Accounting Report is scheduled for ~~R}^A FCGI~~, 2024.

26 18. Without affecting the finality of this Order, this Court shall retain jurisdiction  
27 with respect to all matters related to enforcing the Agreement and/or Judgment, addressing  
28 settlement administration matters, and addressing post-Judgment matters as permitted by law.

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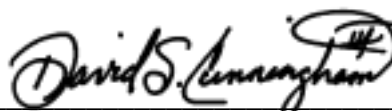
19. The Court directs that judgment be entered against Defendant in the amount of \$650,000, plus Defendants' share of payroll taxes and withholdings, in accordance with the terms of this Order and the Settlement Agreement.

20. The Settlement Administrator shall post notice of this Judgment on its website within seven (7) days after entry of this Judgment.

21. This Judgment is intended to be a final disposition of this Action in its entirety and is intended to be immediately appealable.

**IT IS SO ORDERED.**

**Dated:** 06/04/2024



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