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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

GEORGE MUNOZ, individually, on behalf of all
others similarly situated, and on behalf of the
State of California and other aggrieved persons,

Plaintiff,

v.

CENTURY WEST, LLC dba CENTURY WEST
BMW, a California limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No. 23STCV04247

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to:
Hon. Elihu M. Berle, Dept. 6]*

**REVISED ~~[PROPOSED]~~ ORDER
GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

*[Filed with Notice of Motion and Motion,
Memorandum of Points and Authorities, the
Declaration of John G. Yslas, and the
Declaration of Plaintiff Munoz]*

PRELIMINARY APPROVAL HEARING

Date: February 14, 2025

Time: 11:00 a.m.

Dept.: 6

Complaint filed: January 24, 2023

Trial date: None set

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiff George Munoz’s Motion for Preliminary Approval of Class
3 Action Settlement (“Motion”), the Declaration of John G. Yslas, Plaintiff’s declaration, and the
4 Joint Stipulation of Class Action and PAGA Settlement and Release and Class Notice
5 (“Settlement Agreement”), and good cause appearing, the Court finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
9 terms set forth in the Settlement Agreement between Plaintiff and Defendant Century West,
10 LLC (“Defendant”), attached to the Declaration of John G. Yslas in Support of Plaintiffs’
11 Motion for Preliminary Approval of Class Action Settlement as Exhibit 1.

12 2. The Settlement falls within the range of reasonableness of a settlement which
13 could ultimately be given final approval by this Court, and appears to be presumptively valid,
14 subject only to any objections that may be raised at the Final Approval Hearing and final
15 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
16 \$600,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
17 a \$30,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of
18 which (\$22,500.00) will be paid to the State of California, Labor & Workforce Development
19 Agency and 25% of which (\$7,500.00) will be paid to eligible Aggrieved Employees; (c) Class
20 Representative service payment of up to \$15,000.00 to Plaintiff; (d) Class Counsel’s attorneys’
21 fees, not to exceed 35% of the Gross Settlement Amount (i.e., \$210,000.00), and up to
22 \$17,500.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement
23 Administration Costs of up to \$9,450.00.

24 3. The Court preliminarily finds that the terms of the Settlement appear to be within
25 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
26 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
27 and reasonable to the Class Members when balanced against the probable outcome of further
28 litigation relating to class certification, liability and damages issues, and potential appeals; (2)

1 significant informal discovery, investigation, research, and litigation have been conducted such
2 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
3 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
4 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
5 the result of intensive, serious, and non-collusive negotiations between the Parties with the
6 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
7 that the Settlement Agreement was entered into in good faith.

8 4. A final fairness hearing on the question of whether the proposed Settlement,
9 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
10 Workforce Development Agency for its share of the settlement of claims for penalties under the
11 Private Attorneys General Act, and the class representatives' enhancement awards should be
12 finally approved as fair, reasonable and adequate as to the members of the Class is hereby set
13 in accordance with the Implementation Schedule set forth below.

14 5. The Court provisionally certifies for settlement purposes only the following class
15 (the "Class"): "all current and former non-exempt or hourly paid employees of Defendant that
16 have worked for Defendant in the State of California at any time during the Class Period."

17 6. "Class Period" means the period from February 24, 2019 to March 15, 2024.

18 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
19 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
20 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
21 of law and fact that are common, or of general interest, to all Settlement Class Members, which
22 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
23 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
24 the interests of the Settlement Class Members; and (5) a class action is superior to other
25 available methods for the fair and efficient adjudication of the controversy.

26 8. The Court appoints as Class Representative, for settlement purposes only,
27 Plaintiff. The Court further preliminarily approves Plaintiff's ability to request an incentive
28 award up to \$15,000.00.

1 9. The Court appoints, for settlement purposes only, John G. Yslas, Jeffrey C. Bills,
2 Aram Boyadjian, Andrew Sandoval, and John Brown of Wilshire Law Firm, PLC, as Class
3 Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys'
4 fees of up to one-third of the Total Settlement Amount (i.e., \$210,000.00), and costs not to
5 exceed \$17,500.00.

6 10. The Court appoints ILYM Group, Inc. as the Settlement Administrator with
7 reasonable administration costs estimated not to exceed \$9,450.00.

8 11. The Court approves, as to form and content the Class Notice, attached hereto as
9 **Exhibit A**. The Court finds on a preliminary basis that plan for distribution of the Notice to
10 Settlement Class Members satisfies due process, provides the best notice practicable under the
11 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12 12. The Parties are ordered to carry out the Settlement according to the terms of the
13 Settlement Agreement.

14 13. Any Class Member who does not timely and validly request exclusion from the
15 Settlement may object to the Settlement Agreement.

16 14. The Court orders the following Implementation Schedule:

18 Defendant to provide Class List to the 19 Settlement Administrator	March 7, 2025
20 Settlement Administrator to mail the Notice 21 Packets	March 21, 2025
22 Deadline to file Motion for Final Approval, 23 Request for Attorney's Fees and Costs, and 24 Service Awards to Plaintiffs	April 7, 2025
25 Notice Response Deadline	May 21, 2025
27 Deadline for Administrator to Submit Report	June 13, 2025

Deadline to Respond to Objections (if any)	June 13, 2025
Final Approval Hearing	June 23, 2025 at 9:00 a.m.

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.



Elihu M. Berle

DATE: 03/07/2025

Elihu M. Berle / Judge

Hon. Elihu M. Berle
Los Angeles County Superior Court