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FILED
Superior Court of California
County of Los Angeles

03/01/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: L. McGreené Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
SUPERIOR COURT OF LOS ANGELES

DAVID MARTINELLO, on behalf of
himself, and others similarly situated,

Plaintiff,

v.

CENTURY WILSHIRE, INC., a California
Corporation, and DOES 1-50, inclusive,

Defendants.

CASE NO. 20STCV32613

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL TO CLASS ACTION
SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES AND COSTS**

Hearing Date: February 22, 2022
Hearing Time: 10:30AM

Honorable Carolyn Kuhl
Department 12

Trial Date: Not Set
Action Filed: August 24, 2020

[PROPOSED] ORDER

1 On February 22, 2022 a hearing was held on Plaintiff David Martinello's ("Plaintiff")
2 Unopposed Motion for Final Approval of Class Action Settlement (the "Settlement" or
3 "Agreement"). The JCL Law Firm, APC and Zakay Law Group, APLC, and Littler Mendelson,
4 PC appeared for Defendant Century Wilshire, Inc. ("Defendant").

5 The Parties have submitted their Settlement, which this Court preliminarily approved by
6 its October 26, 2021 order (the "Preliminary Approval Order"). In accordance with the
7 Preliminary Approval Order, Class Members have been given adequate notice of the terms of the
8 Settlement and the opportunity to object to it or to exclude themselves from it.

9 Having received and considered the Settlement, the supporting papers filed by the Parties,
10 and the evidence and argument received by the Court before entering the Preliminary Approval
11 Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters
12 this Final Approval Order, and HEREBY ORDERS and MAKES DETERMINATIONS as
13 follows:

14 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
15 Order adopts all defined terms set forth in the Agreement.

16 2. For settlement purposes only, the Court grants certification of the Class consisting
17 of all individuals who worked for Defendant as non-exempt employees in California during the
18 California Class Period. The Class Period is defined as the period between April 6, 2016, and
19 July 27, 2021.

20 3. Pursuant to the Preliminary Approval Order, the Notice of Proposed Settlement of
21 Class Action and Final Approval Hearing ("Class Notice") was sent to each Class Member by
22 first-class mail. The Class Notice informed Class Members of the terms of the Settlement, their
23 right to receive a Settlement Share, their right to comment on or object to the Settlement and/or
24 the attorneys' fees and costs, their right to elect not to participate in the Settlement and pursue
25 their own remedies, and their right to appear in person and/or by counsel at the Final Approval
26 Hearing and be heard regarding approval of the Settlement. Adequate periods of time were
27 provided by each of these procedures.

28 4. The Court finds and determines that this notice procedure afforded adequate

1 protections to Class Members and provides the basis for the Court to make an informed decision
2 regarding approval of the Settlement based on the responses of Class Members. The Court finds
3 and determines that the notice provided in this case was the best notice practicable, which
4 satisfied the requirements of law and due process.

5 5. No Class Members filed written objections to the Settlement as part of this notice
6 process.

7 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
8 determines that the terms of the Settlement are fair, reasonable and adequate to the Class and to
9 each Class Member and that the Participating Class Members will be bound by the Settlement,
10 that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
11 should be and hereby are ordered to be consummated.

12 7. The Court finds and determines that the all-inclusive Gross Settlement Amount in
13 the amount of 325,000 and the Settlement Shares to be paid to the Participating Class Members
14 under the Settlement are fair and reasonable. The Court hereby grants final approval to and
15 orders the payment of those amounts be distributed to the Participating Class Members out of the
16 Net Settlement Amount in accordance with the Agreement. Pursuant to the terms of the
17 Agreement, the Settlement Administrator is directed to make the payments to each Participating
18 Class Member.

19 8. The Court finds and determines that the Settlement Administration Cost for
20 administering the Settlement, in the amount of \$15,000 are fair and reasonable. The Court
21 hereby grants final approval to and orders that the payment of that amount be paid out of the
22 Gross Settlement Amount to the Settlement Administrator in accordance with the Agreement.

23 9. The Court finds and determines that the request by Plaintiff to the Class
24 Representative Service Payments is fair and reasonable and hereby orders that the requested
25 payment in the amount of \$7,500.00 be paid out of the Gross Settlement Amount.

26 10. The Court further finds and determines that the request by Class Counsel for Class
27 Counsel Fee Payment is fair and reasonable and hereby orders that \$108,333 (one-third of the
28 Gross Settlement Amount) be paid to them out of the Gross Settlement Amount. Class Counsel

1 Fees Payment shall be divided among Class Counsel as follows: 50% to the JCL Law Firm, APC
2 and 50% to Zakay Law Group, APC.

3 11. The Court also finds and determines that the request by Class Counsel for Class
4 Counsel Expense Payment is fair and reasonable and hereby orders that \$13,285.07 be paid to
5 them out of the Gross Settlement Amount.

6 12. Upon the Effective Date and upon funding in full of the Gross Settlement Amount
7 by Defendant, any person who is a Participating Class Member who did not timely and validly
8 excluded themselves from the Settlement shall be deemed to have fully and finally released all
9 Released Claims, defined as all claims, charges, complaints, liens, demands, causes of action,
10 obligations, damages and liabilities, against the Released Parties that were asserted in the
11 Complaint, or that could have been asserted in the Complaint based on any of the facts, alleged in
12 Plaintiff's Complaint, regardless of whether such claims arise under federal, state and/or local
13 law, statute, ordinance, regulation, common law, or other source of law. The Release Claims
14 specifically include claims for: (1) Failure to Pay Minimum Wages in Violation of California
15 Labor Code §§ 1194, 1197 and 1197.1; (2) Failure to Pay Overtime Wages in Violation of
16 California Labor Code §§510, *et seq.*; (3) Failure to Provide Required Meal Periods in Violation
17 of California Labor Code §§ 226.7 and 512 and the Applicable IWC Wage Order; (4) Failure to
18 Provide Required Rest Periods in Violation of California Labor Code §§ 226.7 and 512 and the
19 Applicable IWC Wage Order; (5) Failure to Provide Accurate Itemized Wage Statements in
20 Violation of California Labor Code § 226; (6) Failure to Provide Wage When Due in Violation of
21 California Labor Code §§ 201, 202, and 203; (7) Failure to Reimburse Employees for Required
22 Expenses in Violation of California Labor Code § 2802; (8) Failure to Provide Gratuities in
23 Violation of California Labor Code § 351; and (9) Unfair Competition in Violation of California
24 Business and Professions Code § 17200, *et seq.* arising from the claims listed above at (1)-(8),
25 and expressly excluding all other claims, including claims for vested benefits, wrongful
26 termination, unemployment insurance, disability, social security, workers' compensation, and
27 class claims outside of the Class Period. As of the Settlement Effective Date and upon funding in
28 full of the Gross Settlement Amount by Defendant, all PAGA Employees shall release all

1 Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will
2 be bound by this PAGA Release. The Released PAGA Claims are defined as all PAGA Claims
3 alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred
4 during the PAGA Period, and expressly excluding all other claims, including claims for vested
5 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
6 compensation, and PAGA claims outside the PAGA Period.

7 13. If, for any reason, the Settlement ultimately does not become Final (as defined by
8 the Settlement), this Final Approval Order will be vacated; the Parties will return to their
9 respective positions in the Actions as those positions existed immediately before the Parties
10 executed the Agreement; and nothing stated in the Agreement or any other papers filed with this
11 Court in connection with the Settlement will be deemed an admission of any kind by any of the
12 Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in
13 the Actions or in any other action.

14 14. The Parties entered into the Settlement solely for the purpose of compromising and
15 settling disputed claims. Defendant in no way admits any violation of law or any liability
16 whatsoever to Plaintiff and the Class, individually or collectively, all such liability being
17 expressly denied by Defendant.

18 15. Without affecting the finality of this Final Approval Order in any way, the Court
19 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
20 effectuation and enforcement of this Order and the Settlement under Code of Civil Procedure §
21 664.6.

22 16. The Parties are hereby ordered to comply with the terms of the Agreement.
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1 17. Each side to bear its own costs and attorneys' fees except as provided by the
2 Settlement and this Final Approval Order.



Carolyn B. Kuhl

5 DATED: 03/01/2022

Carolyn B. Kuhl / Judge

HON. CAROLYN KUHL
LOS ANGELES SUPERIOR COURT