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

DAVID MARTINELLO, on behalf of)	Case No. 20STCV32613
himself, and others similarly situated,)	
)	[PROPOSED] PRELIMINARY
Plaintiff,)	APPROVAL ORDER
)	
v.)	Hearing Date: October 26, 2021
)	Hearing Time: 10:30 AM
CENTURY WILSHIRE, INC., a California)	
Corporation, and DOES 1-50, inclusive,)	Honorable Carolyn Kuhl
)	Department 12
Defendants.)	
)	Trial Date: Not Set
)	Action Filed: August 24, 2020

The Motion for Preliminary Approval of Class Action Settlement by Plaintiff DAVID MARTINELLO ("Plaintiff") came on for hearing before this Court, the Honorable Carolyn Kuhl presiding. The Court, having considered the papers submitted in support of the motion, **HEREBY ORDERS THE FOLLOWING:**

1. The Court grants preliminary approval to the Settlement based on the terms set forth in the Joint Stipulation for Class Action Settlement ("Agreement"). This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

1 2. The Settlement provides for Defendant Century Wilshire, Inc. (“Defendant”) to
2 pay the Gross Settlement Amount of Three Hundred and Twenty-Five Thousand Dollars
3 (\$325,000). The Court preliminarily finds that the Settlement is fair, adequate, and reasonable to
4 the Class, and preliminarily approves the terms of the settlement. This preliminary approval is
5 subject to the objections of Class Members and final review by the Court.

6 3. A Final Approval Hearing shall be held before this Court on _____ at
7 _____ in Department 12 of the Superior Court of the State of California for the
8 County of Los Angeles, to determine all necessary matters concerning the Settlement, including:
9 whether the proposed settlement of the Action on the terms and conditions provided for in the
10 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether
11 an Order Granting Final Approval should be entered; whether the plan of allocation contained in
12 the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and
13 whether to finally approve the PAGA payment, the Class Counsel Fees Payment, the Class
14 Counsel Litigation Expenses Payment, the Class Representative Service Payments to the
15 Plaintiffs, and Settlement Administration Expenses. The motion for final approval and the
16 motion for award of attorneys’ fees and costs shall be filed no later than sixteen (16) court days
17 before the Final Approval Hearing.

18 4. The Court recognizes that Plaintiff and Defendant stipulate and agree to
19 certification of the Class for settlement purposes only. This stipulation will not be deemed
20 admissible in this or any other proceeding should this Settlement not become final. Whether or
21 not the settlement is finally approved, neither the Agreement, nor any document, statement,
22 proceeding or conduct related to the Agreement may be admitted in any proceeding as an
23 admission by Defendant or any of the Released Parties, Plaintiff, or any person within the
24 definition of the Class.

25 5. For settlement purposes only, the Court certifies the following Class: “all of
26 Defendant’s current and former non-exempt employees employed in California between April 6,
27 2016 and July 27, 2021.”
28

1 6. The Court preliminarily approves Plaintiff as the representative of the Class. The
2 Court preliminarily approves Zakay Law Group, APC, and The JCL Law Firm, APC as counsel
3 for the Class (“Class Counsel”).

4 7. The Agreement specifies for an attorneys’ fees award not to exceed one-third
5 (1/3) of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed
6 \$20,000, proposed Class Representative Service Payment to Plaintiff in an amount not to exceed
7 \$7,500 to Plaintiff, and proposed PAGA payment to the LWDA in an amount not to exceed
8 \$15,000 (75% of which shall be payable to the State of California, and 25% of which shall be
9 payable to the Class). While these awards appear to be within the range of reasonableness, the
10 Court will not approve the amount of attorneys’ fees and costs until the Final Approval Hearing.
11 Similarly, the Court will not decide the amount of any Class Representative Service Payment
12 until the Final Approval Hearing. Plaintiff will be required to present evidence supporting these
13 requests, including lodestar, prior to final approval.

14 8. The Court hereby approves, as to form and content, the Class Notice attached as
15 Exhibit A to the Agreement. The Court finds that the distribution of the Class Notice
16 substantially in the manner and form set forth in the Agreement and this Order meets the
17 requirements of due process, is the best notice practicable under the circumstances, and shall
18 constitute due and sufficient notice to all persons entitled thereto.

19 9. The Court hereby approves on a preliminary basis the Gross Settlement Amount
20 as provided for in the Agreement. It appears to the Court on a preliminary basis that the
21 settlement amount and terms are fair, adequate, and reasonable as to all potential Class Members
22 when balanced against the probable outcome of further litigation relating to liability and
23 damages issues. It further appears that investigation and research have been conducted such that
24 counsel for the Parties at this time are able to reasonably evaluate their respective positions. It
25 further appears to the Court that settlement at this time will avoid substantial additional costs by
26 all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
27 of the Actions. It further appears that the Settlement has been reached as the result of intensive,
28 serious and non-collusive, arms-length negotiations before an experienced mediator.

1 10. The Court hereby appoints ILYM Group as Settlement Administrator. Within 14
2 days of this Order, Defendant will provide to the Settlement Administrator an electronic database
3 containing each Class Member's Class Data. No later than 14 days after receiving the Class
4 Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via
5 first-class regular U.S. Mail to their last known address.

6 11. Any Class Member may choose to opt out of and be excluded from the Class as
7 provided in the Class Notice by following the instructions for requesting exclusion from the
8 Class that are set forth in the Class Notice. All requests for exclusion must be submitted within
9 forty-five (45) days from the date the Class Notice is first mailed. Any such person who chooses
10 to opt out of and be excluded from the Class will not be entitled to any recovery under the
11 Settlement and will not be bound by the Settlement or have any right to object, appeal, or
12 comment thereon. Any written request to opt out must comply with the instructions in the Class
13 Notice and be signed by each such person opting out. Class Members who have not validly
14 requested exclusion shall be bound by all determinations of the Court, the Agreement, and the
15 Judgment.

16 12. Any Class Member who has not opted out may appear at the final approval
17 hearing and may object or express their views regarding the Settlement, and may present
18 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
19 and determined by the Court as provided in the Class Notice. Class Members will have forty-
20 five (45) days from the date the Class Notices are mailed to postmark their written objections to
21 the Settlement Administrator. Class Members who fail to timely submit objections in the
22 manner specified above shall be deemed to have waived any objections and shall be foreclosed
23 from making any written objection (whether by appeal or otherwise) to the Settlement. Class
24 Members who fail to timely submit a written objection may still appear at the Final Approval
25 Hearing to object orally in person.

26 13. The Settlement is not a concession or admission, and shall not be used against
27 Defendant as an admission or indication with respect to any claim of any fault or omission by
28 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any

1 document, statement, proceeding or conduct related to the Settlement, nor any reports or
2 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received
3 as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited
4 to, evidence of a presumption, concession, indication or admission by Defendant of any liability,
5 fault, wrongdoing, omission, concession, or damage.

6 14. In the event the Settlement does not become effective in accordance with the
7 terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or
8 fails to become effective for any reason, this Order shall be rendered null and void and shall be
9 vacated, and the Parties shall revert to their respective positions as of before entering into the
10 Agreement or any preceding Memorandum of Understanding.

11 15. The Court reserves the right to adjourn or continue the date of the final approval
12 hearing and all dates provided for in the Agreement without further notice to Class Members,
13 and retains jurisdiction to consider all further applications arising out of or connected with the
14 proposed Settlement.

15 **IT IS SO ORDERED.**

16
17 Dated: _____

18 _____
19 HON. CAROLYN KUHL
20 JUDGE, SUPERIOR COURT OF
21 CALIFORNIA, COUNTY OF LOS ANGELES
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