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

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

16 *Plaintiff,*

17 v.

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

20 *Defendants.*
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Case No.: 23STCV04247

Assigned for all purposes to:
Hon. Elihu M. Berle
Dept. 6

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: June 23, 2025
Time: 9:00 a.m.
Dept: 6

1 This matter came on for hearing on June 23, 2025 at 9:00 a.m., in Department 6 of the
2 above-referenced Court on the Motion for Final Approval of Class Action and PAGA Settlement
3 pursuant to California Rules of Court, Rule 3.769. On March 7, 2025, this Court issued an Order
4 Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
5 Plaintiff George Munoz ("Plaintiff") now seeks an order granting final approval of the Amended
6 Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement"), a copy of
7 which was attached to the Supplemental Declaration of Samantha A. Smith in Support of
8 Plaintiffs' Revised Motion for Preliminary Approval of Class Action Settlement as **Exhibit C**.

9 Having received and considered the Settlement, the supporting papers filed by the
10 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
11 of Class Action Settlement granted on March 7, 2025, and the instant Motion for Final Approval
12 of Class Action and PAGA Settlement, the Court grants final approval of the Settlement and
13 **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

14 1. Pursuant to the Order Granting Plaintiff's Motion for Preliminary Approval of Class
15 Action and PAGA Settlement, the Class Notice was sent to each Class Member by First Class
16 mail. These papers informed Class Members of the terms of the Settlement, their right to receive
17 an Individual Settlement Payment, and their right to: (a) comment on or object to the Settlement;
18 (b) request exclusion from the Settlement and pursue their own remedies; (c) dispute the
19 calculation of their Individual Settlement Payment; and (d) appear at the final approval hearing.
20 No Class Member has objected to the proposed Settlement, and one (1) Class Member has
21 requested exclusion.

22 2. The Court finds and determines that this notice procedure afforded adequate
23 protections to Class Members and provides the basis for the Court to make an informed decision
24 regarding approval of the Settlement based on the responses of the Class. The Court finds and
25 determines that the notice provided in this case was the best notice practicable, which satisfied
26 the requirements of law and due process.

27 3. With respect to the Class and for purposes of approving this Settlement only, this
28 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous

1 that joinder of all members is impracticable; (b) there are questions of law or fact common the
2 class and a well-defined community of interest among members of the Class with respect to the
3 subject matter of the action; (c) the claims of Class Representative George Munoz are typical of
4 the claims of the Class Members; (d) the Class Representative has fairly and adequately
5 protected the interests of the Class; (e) a class action is superior to other available methods for an
6 efficient adjudication of this controversy; and (f) counsel of record for the Class Representative
7 are qualified to serve as Class Counsel.

8 4. The Court has certified a Class for settlement purposes only, defined as all current and
9 former non-exempt or hourly paid employees of Defendant that have worked for Defendant in
10 the State of California at any time during the Class Period (from February 24, 2019 to March 15,
11 2024). The Court deems this definition sufficient for purposes of California Rules of Court, Rule
12 3.765(a).

13 5. The Court hereby confirms John G. Yslas, Samantha A. Smith, Jeffrey C. Bils, Aram
14 Boyadjian, and Andrew Sandoval of Wilshire Law Firm, PLC as Class Counsel.

15 6. The Court hereby confirms Plaintiff George Munoz as the Class Representative.

16 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,
17 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having
18 found that the Settlement was reached as a result of informed and non-collusive arm's length
19 negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted
20 adequate investigation, research, and discovery, and that their attorneys were able to reasonably
21 evaluate their respective positions. The Court also finds that the Settlement will enable the
22 Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if
23 the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery
24 provided as part of the Settlement and recognizes the significant value accorded to the Class.

25 8. The Court hereby approves that Defendant shall pay a total of \$600,000.00 to resolve
26 this litigation.

27 9. The Court finds and determines that the Individual Settlement Payments to be paid
28 to Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court

1 hereby gives final approval to and orders the payment of those amounts to be made to the
2 Settlement Class Members in accordance with the Settlement.

3 10. From the Settlement Amount, the Court finds and determines that payment of
4 \$30,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and
5 Workforce Development Agency will receive 75% (\$22,500.00), and the remaining 25%
6 (\$7,500.00) will be distributed to Aggrieved Employees (defined as all current and former non-
7 exempt or hourly paid employees of Defendant that have worked for Defendant in the State of
8 California at any time during the PAGA Period (January 31, 2022 through March 15, 2024),
9 regardless of whether the Class Members submitted a valid Request for Exclusion or otherwise
10 opted out of the Settlement). The Court hereby grants final approval to and orders the payment of
11 the amount in accordance with the Settlement. From the Settlement Amount, the Court finds and
12 determines the Class Representative Service Payment of \$15,000.00 to the named Plaintiff is fair
13 and reasonable. The Court hereby grants final approval to and orders the payment of that amount
14 to be paid to the named Plaintiff for her service as a class representative and for her agreement to
15 release claims.

16 11. From the Settlement Amount, the Court finds and determines that the fees and expenses
17 in administering the Settlement incurred by ILYM Group, Inc. ("ILYM") in the amount of
18 \$9,450.00 are fair and reasonable. The Court hereby grants final approval to and orders the payment
19 of that amount in accordance with the Settlement.

20 12. From the Settlement Amount, the Court hereby awards Class Counsel attorneys' fees
21 in the amount of \$210,000.00 and litigation costs in the amount of \$17,500.00. The Court hereby
22 grants final approval to and orders the payment of those amounts in accordance with the
23 Settlement.

24 13. Without affecting the finality of this Order or the entry of judgment in any way, this
25 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,
26 administration, effectuation and enforcement of this order and the Settlement.

1 14. Defendant Century West, LLC dba Century West BMW (“Defendant”) shall not have
2 any further liability for costs, expenses, interest, attorneys’ fees, or for any other charge, expense,
3 or liability, except as provided for by the Settlement.

4 15. Neither the making of this Settlement nor the entry into the Settlement constitutes an
5 admission by Defendant, nor is this order a finding of the validity of any claims in this case or of
6 any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an
7 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken
8 to carry out the terms of the Settlement be construed as an admission or concession by or against
9 Defendant.

10 16. Upon completion of administration of the Settlement, the Settlement Administrator will
11 provide written certification of such completion to the Court, which shall be filed with the Court
12 seven days before the non-appearance compliance hearing set for **March 23, 2026 at 9:00 a.m.**

13 17. The Court hereby enters final judgment in accordance with the terms of the Settlement,
14 the Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, and
15 this Order.

16 18. The Parties will bear their own costs and attorneys’ fees except as otherwise provided
17 by this Court’s Order awarding Class Counsel’s attorneys’ fees and litigation costs.

18 **IT IS SO ORDERED.**

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20 Dated: _____

Honorable Elihu M. Berle
Judge of the Superior Court