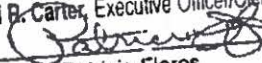


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9 dibona@kokozyanlawfirm.com

FILED
Superior Court of California
County of Los Angeles

JUL 15 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By  Deputy
Patricia Flores

RECEIVED

JUN 01 2021

S. DREW

VICTOR LOPEZ, individually and on behalf of all others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

VICTOR LOPEZ, an Individual, on behalf of
himself and all others similarly situated

CASE NO. 19STCV41500

[Assigned for all purposes to the Honorable
Ann I. Jones - SSC Dept. "11"]

Plaintiffs,

CLASS ACTION

v.

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

WEST MB MANAGEMENT LLC and DOES
1 through 100, Inclusive

Defendants.

[Filed and served concurrently with Notice of
Motion and Motion for Preliminary Approval
of Class Action Settlement; Declaration of
Bruce Kokozyan in Support of Plaintiff's
Motion for Preliminary Approval of Class
Action Settlement]

Date: TBD
Time: TBD
Dept: SSC 11

Action Filed: November 19, 2019
Trial Date: None Set

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1 On November 19, 2019 Class Representative Victor Lopez individually and on behalf of a
2 class of similarly situated individuals, filed a Class Action complaint against Defendants West MB
3 Management LLC (hereinafter referred to as "Defendant") pursuant to the California Labor Code
4 ("Labor Code") and California Business & Professions Code ("B&PC") §17200 as set forth in the
5 class action case entitled *Victor Lopez v. West MB Management LLC* - Los Angeles Superior
6 Court Case No. 19STCV41500 ("Action"). Plaintiff's complaint asserts claims against Defendants
7 for failure to pay overtime wages, failure to pay minimum wages, failure to pay overtime at the
8 correct legal rate, failure to provide meal periods, failure to provide paid rest periods, improper
9 wages statements, failure to timely pay wages to former employees as well as a California
10 Business & Professions Code ("B&PC") §17200 action. Thereafter, on March 4, 2020 a First
11 Amended Complaint was filed to add a cause of action for all claims for any and all penalties
12 pursuant to the California Labor Code and/or the Private Attorneys General Act of 2004 arising
13 out of the alleged claims.

14 Defendant denies Plaintiff's allegations in their entirety and denies liability on all claims.
15 On or about May 11, 2021 the Parties reached a settlement subject to Court approval as
16 represented in the Joint Stipulation and Settlement of Class Action Claims(the
17 "Settlement"/"Stipulation"/ "Settlement Agreement").

18 NOW THEREFORE, having read and considered the Stipulation and Exhibits thereto, IT
19 IS HEREBY ORDERED:

20 1. This Order hereby incorporates by reference the definitions of the Stipulation as
21 though fully set forth herein, and all terms used herein shall have the same meaning as set forth in
22 the Stipulation.

23 2. The Court conditionally certifies and approves, for settlement purposes only,
24 Settlement Class as defined as follows: all current and former non-exempt employees who worked
25 for Defendant in California at any time from November 19, 2015 through the date the Court enters
26 this order.

27 3. Bruce Kokozyan, Esq. of Kokozyan Law Firm, APC shall represent the Settlement
28 Class in this Action ("Class Counsel"). Any Member of the Settlement Class may enter an

1 appearance in the Action, at their own expense, either individually or through counsel of their own
2 choice. However, if they do not enter an appearance, they will be represented by Class Counsel.

3 4. The Class Representative shall be Victor Lopez.

4 5. The Court hereby preliminarily approves the proposed Settlement upon the terms,
5 conditions, and all release language set forth in the Stipulation attached as Exhibit 1. The Court
6 finds that the Settlement (including the Class Representative Service Award, Class Counsel's
7 attorneys' fees and costs, the Settlement Administration Costs, and the allocation of payments to
8 class members) appears to be within the range of reasonableness necessary for preliminary
9 approval by the Court. It appears to the Court that the Settlement terms are fair, adequate, and
10 reasonable as to all potential Class Members when balanced against the probable outcome of
11 further litigation, given the risks relating to liability and damages. It further appears that extensive
12 and costly investigation and research has been conducted such that counsel for the Parties at this
13 time are reasonably able to evaluate their respective positions. It further appears to the Court that
14 the Settlement at this time will avoid substantial additional costs by all parties, as well as the delay
15 and risks that would be presented by the further prosecution of the Action. It appears that the
16 Settlement has been reached as a result of intensive, arms-length negotiations utilizing an
17 experienced third party neutral.

18 6. The Court confirms CPT Group, Inc. as the Settlement Administrator and
19 preliminarily approves that settlement administrative costs shall be paid by Defendants, but the
20 amount of payment shall be deducted from the Gross Fund Value (as that term is defined in the
21 Settlement). Any amount awarded for costs of administration to CPT Group, Inc. less than the
22 amount requested, will result in the non-awarded amount to be awarded to Participating Class
23 Members on a proportionate basis to the amount of their Individual Settlement Payments. The cost
24 of administration includes all tasks required of the Settlement Administrator by this Agreement,
25 including the issuance of the Notice of Proposed Class Action Settlement. At least sixteen (16)
26 court days prior to the Final Approval Hearing, the Settlement Administrator shall provide the
27 Court, and all counsel for the Parties, with a statement detailing the costs of administration and the
28 claims administration statistics. CPT Group, Inc. is directed to perform all other responsibilities

1 set forth for the Settlement Administrator as set forth in the Settlement.

2 7. A Final Approval Hearing (the "Hearing") shall be held on the date as indicated in
3 the Implementation Schedule below before the Honorable Ann I. Jones in Department SSC 11 of
4 the Los Angeles County Superior Court Spring Street Courthouse located at 312 N. Spring Street,
5 Los Angeles, California 90012. The purpose of such Hearing will be to: (a) determine whether
6 the proposed Stipulation should be approved by the Court as fair, reasonable and adequate; (b)
7 determine the reasonableness of Class Counsel's request for attorney's fees and costs; (c) the
8 reasonableness of the Service Award requested for the Named Plaintiff; and (d) Order entry of
9 Judgment in the Action, which shall constitute a complete release and bar with respect to the
10 Released Claims as described in Stipulation.

11 8. The Court hereby approves, as to form and content, the Notice of Proposed Class
12 Action Settlement which is attached as Exhibit "1" [hereinafter Notice] to the Stipulation which
13 attached as Exhibit "1" to this Order. The Court finds that the mailing and distribution of the
14 Notice of Class Action Settlement in the manner set forth in Paragraph 9 of this Order meets the
15 requirements of due process and are the best notice practicable under the circumstances and shall
16 constitute due and sufficient notice to all persons entitled thereto.

17 9. The Court directs the mailing of the Court approved Notice via first class mail to
18 the Class Members in accordance with the schedule and procedures set forth in the Settlement.
19 The Court finds that the dates and procedure selected for the mailing of the Notice meet the
20 requirements of due process, provide the best notice practicable under the circumstances, and
21 constitute due and sufficient notice to all persons entitled to notice.

22 A. Defendant is ordered to provide to the Settlement Administrator the Class List and Data
23 Report as defined in the Stipulation per the schedule required in the Stipulation and;

24 B. The Settlement Administrator shall mail the Notice of Class Action Settlement per
25 the deadline required in the Stipulation after receipt of the Class List and Data Report from
26 Defendant. Prior to mailing, the Claims Administrator will perform a search based on the National
27 Change of Address Database information to update and correct for any known or identifiable
28 address changes. If a new address is obtained by way of a returned Notice Packet, then the

1 Settlement Administrator shall promptly forward the original Notice Packet to the updated address
2 via first-class regular U.S. mail indicating on the original Notice Packet the date of such re-
3 mailing.

4 10. Class Members may request exclusion from the Settlement Class by submitting a
5 timely written request to be excluded from the Class as set forth in the Stipulation. In order to be
6 valid, the Request for Exclusion letter must be postmarked no later than the date indicated in the
7 Implementation Schedule below. Any Class Member who submits a valid and timely Request for
8 Exclusion will not be entitled to any recovery under the Settlement and will not be bound by the
9 Settlement or have any right to object, appeal or comment thereon. Class Members who fail to
10 submit valid and timely requests for exclusion shall be Participating Class Members and shall be
11 bound by all terms of the Settlement and any Final Judgment.

12 11. Class Members who do not request exclusion may object to the Settlement and
13 appear at the Settlement Hearing to show cause why the proposed Settlement should not be
14 approved and to present any opposition to the application of Class Counsel for attorneys' fees,
15 costs and expenses. The Objection letter must be postmarked no later the date indicated in the
16 Implementation
17 Schedule below, and must be served on the claims administrator and Class Counsel as follows:

18 To Class Counsel:

19 Bruce Kokozyan, Esq.
20 KOKOZIAN LAW FIRM, APC
21 9440 S. Santa Monica Blvd. Suite 510
Beverly Hills, CA 90210

22 To Defendant's Counsel:

23 Rachel J. Lee, Esq.
24 LEWIS BRISBOIS BISGAARD & SMITH LLP
25 633 W. 5th Street, Suite 4000,
Los Angeles, CA 90071

26 Plaintiffs and/or Defendant may file oppositions to any properly filed Objections to the
27 Settlement no later than five (5) days prior to the date of the Final Approval Hearing.

28 12. The Court hereby preliminarily approves the definition and disposition of the Gross

1 Fund Value as that term is defined in the Settlement. The Gross Fund Value is equal to and shall
 2 not exceed Four Hundred Thousand Dollars (\$400,000.00) which is inclusive of the payment of
 3 attorneys' fees, class counsel's costs, the Settlement Administration Costs, the Net Fund Value to
 4 be distributed to Participating Class members, the Service Award to the Named Plaintiff and the
 5 PAGA payment. The Court preliminarily approves the above distribution of the Gross Fund
 6 Value, all subject to the Court's final approval of the Settlement. Defendant shall be required to
 7 pay only the Gross Fund Value of Four Hundred Thousand Dollars (\$400,000.00) and Defendant
 8 shall also pay the employer-side share of payroll taxes (which will be paid by Defendant separate
 9 and in addition to the Gross Fund Value.

10 13. The Court orders the following **Implementation Schedule** for further proceedings:

11 12 13 14	a. Deadline for Defendant to submit Class List and Data Report to Settlement Administrator	XXXXXX 7/29/21 [within 14 calendar days of preliminary approval order].
15 16 17	b. Deadline for Settlement Administrator to Mail the Notice Packets to Class Members	XXXXXX 8/12/21 [within 14 calendar days of receipt of the Class List and Data Report from Defendant]
18 19 20 21	c. Deadline for Settlement Class Members to postmark Requests for Exclusions	YYYYYY 9/27/21 [45 calendar days after mailing of the Notice Packet to Class Members]
22 23 24	d. Deadline for the postmark of any Objections to the Settlement	XXXXXX 9/27/21 10/12/21 [45 calendar days after mailing of the Notice Packet to Class Members]
25 26 27 28	e. Deadline for Class Counsel to File Motion for Final Approval of Settlement Including the requested attorneys' fees and costs including any expenses associated with the Settlement	XXXXXX 10/12/21

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f.	Final Approval Hearing and Final Approval	XXXXXX at 11:30 a.m. EST.
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14. The Court reserves the right to adjourn the date of the Hearing without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Stipulation of Settlement.

15. Pending final determination as to whether the settlement contained in the Stipulation should be approved, the Class Representative, whether directly, representatively, or in any other capacity, whether or not such persons have appeared in the Action, shall not institute or prosecute any claims against Defendant, its directors, officers, employees, agents, and anyone acting in concert with it, or any parent, related or affiliated, predecessor or subsidiary corporation, which have been or could have been asserted in the Action based upon the acts and transactions alleged therein, including any claims related to or arising out of the allegations in the Action.

16. All further proceedings in this Action shall be stayed except such proceedings necessary to review, approve, and implement this Settlement.

17. In the event: (i) the Court does not finally approve the Settlement as contemplated by the Settlement; (ii) the Court does not enter a Final Approval Order as contemplated by the Settlement, which becomes final as a result of the occurrence of the Effective Date (as that term is defined by in the Settlement); or (iii) the Settlement does not become final for any other reason, the Settlement shall be null and void and any order or judgment entered by this Court in furtherance of the Settlement shall be deemed as void from the beginning. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of the Settlement, and the Parties shall proceed in all respects as if the Settlement had not been executed.

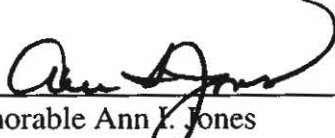
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18. Neither the Settlement, preliminarily approved or not approved, nor any exhibit, document or instrument delivered hereunder, nor any statement, transaction or proceeding in connection with the negotiation, execution or implementation of this Settlement, shall be admissible in evidence for any purpose except as provided in the Settlement.

IT IS SO ORDERED.

Dated: 7/15/21


The Honorable Ann K. Jones
Judge of the Superior Court