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15 Attorneys for Plaintiff,
16 JASHAR BRYANT, and all others similarly situated

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF ORANGE**
19 **(UNLIMITED JURISDICTION)**

20 JASHAR BRYANT, on behalf of himself, and
21 all others similarly situated and on behalf of
22 himself as an "aggrieved employee" on behalf
23 of other "aggrieved employees" under the Labor
24 Code Private Attorneys General Act of 2004,

25 *Plaintiff(s),*

26 vs.

27 PINNACLE CABLING & CONSTRUCTION,
28 INC., a California corporation; ARIJET
CORPORATION, a Texas corporation DBA
ARIJET COMMUNICATIONS; and DOES 2-
50, inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

SEP 29 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: [Signature] DEPUTY

Case No.: 30-2020-01123094-CU-OE-CXC

~~[PROPOSED]~~ ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT

Action filed: January 10, 2020
Hearing Date: September 16, 2022
Hearing Time: 9:00 a.m.
Hearing Dept: CX104, Hon. William D. Cluster



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ATTORNEYS FOR DEFENDANTS

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Attorneys for Defendants,

PINNACLE CABLING & CONSTRUCTION, INC.; AND ARIJET CORPORATION DBA
ARIJET COMMUNICATIONS



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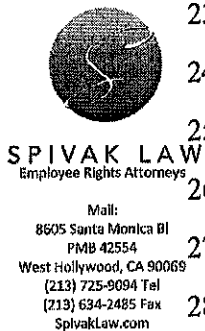
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1 Plaintiff Jashar Bryant's (hereafter referred to as "Plaintiff") Motion for Preliminary
2 Approval of a Class Action Settlement (the "Motion") was considered by the Court, the
3 Honorable William D. Claster presiding. The Court having considered the Motion, the First
4 Amended Joint Stipulation of Class Action Settlement and Release of Claims ("Settlement" or
5 "Settlement Agreement"), and supporting papers, HEREBY ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement
7 Class based upon the terms set forth in the Settlement filed as Exhibit 14 to the Spivak
8 Supplemental Declaration In Support of Motion for Preliminary Approval, electronically filed
9 with the court on September 9, 2022. All terms herein shall have the same meaning as defined in
10 the Settlement. The Court has determined there is sufficient evidence to preliminarily determine
11 that (a) the terms of the Settlement appear to be fair, adequate, and reasonable to the Settlement
12 Class and (b) the Settlement falls within the range of reasonableness and appears to be
13 presumptively valid, subject only to any objections that may be raised at the final hearing and
14 final approval by this Court. The Court will make a determination at the hearing on the motion
15 for final approval of class action settlement (the "Final Approval Hearing") as to whether the
16 Settlement is fair, adequate and reasonable to the Settlement Class.

17 2. For purposes of this Preliminary Approval Order, the "Settlement Class"
18 means all persons who are currently employed, or formerly have been employed in California on
19 an hourly basis as a Level 1, Level 2, and/or Level 3 Labor Technician by Defendant Pinnacle
20 Cabling & Construction, Inc. (collectively "Class Members"), who worked in California anytime
21 during the Class Period. The "Class Period" shall mean the period of time from January 10, 2016
22 to June 9, 2020. The Defendants estimate that from January 10, 2016 to June 9, 2020, Pinnacle
23 Cabling & Construction, Inc. employed 113 Class Members with 2,666 Paychecks between them.
24 The "PAGA Members" means all persons who are currently employed, or formerly have been
25 employed in California on an hourly basis by Defendant Pinnacle Cabling & Construction, Inc.
26 as a Level 1, Level 2, and/or Level 3 Labor Technician who worked in California anytime during
27 the PAGA Period. The "PAGA Period" shall mean the period of time from December 11, 2018
28 to June 9, 2020.



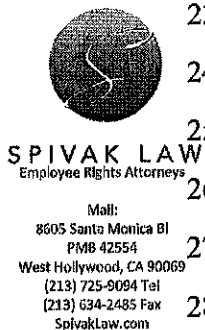
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1 3. For purposes of this Preliminary Approval Order, under the First Amended
2 Settlement's "Right to Void" provision, Defendants can only void the Settlement if Class
3 Members who collectively have between them over 10% of the Class's Paychecks, or 267 or
4 more of the Class' Paychecks out of the total 2,666 Paychecks reported by Defendants for
5 settlement negotiations, submit valid requests to be excluded from the Settlement. Defendants
6 may do so by giving notice to Class Counsel and the Court of its election to void the Settlement
7 not later than seven (7) days before the Final Approval Hearing. If this Agreement is voided as
8 provided for herein, no sums shall be payable by Defendants, with one exception: Defendants
9 agree to pay any fees owing to the Settlement Administrator for services rendered in the event
10 Defendants exercise their right to void the Settlement.

11 4. The "Effective Date" means the date by which this Agreement is approved by the
12 Court by entry of the Judgment and the Judgment becomes Final. The Judgment becomes "Final"
13 when the later of the following events occurs: (1) the period for filing any appeal, writ, or other
14 appellate proceeding opposing the Settlement has elapsed without any appeal, writ, or other
15 appellate proceeding having been filed; (2) any appeal, writ, or other appellate proceeding
16 opposing the Settlement has been dismissed finally and conclusively with no right by any
17 appellant or objector to pursue further remedies or relief; or (3) any appeal, writ, or other appellate
18 proceeding has upheld the Judgment with no right by any appellant or objector to pursue further
19 remedies or relief. In this regard, the Settlement shall not become effective until the Court's
20 Judgment granting final approval of the Settlement is completely final, and no further recourse
21 exists by an appellant or objector who seeks to contest the Settlement. The occurrence of the
22 Effective Date is a prerequisite to any obligation of Defendant to pay any funds into the
23 Settlement Account.

24 5. This action is provisionally certified pursuant to section 382 of the California Code
25 of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for
26 purposes of settlement only with respect to the proposed Settlement Class.

27 6. The Court hereby preliminarily finds that the Settlement was the product of
28 serious, informed, non-collusive negotiations conducted at arm's length by the Parties. In making



1 this preliminary finding, the Court considered the nature of the claims set forth in the pleadings,
2 the amounts and kinds of benefits which shall be paid pursuant to the Settlement, the allocation
3 of Settlement proceeds to the Settlement Class, and the fact that the Settlement represents a
4 compromise of the Parties' respective positions. The Court further preliminarily finds that the
5 terms of the Settlement have no obvious deficiencies and do not improperly grant preferential
6 treatment to any individual Class Member. Accordingly, the Court preliminarily finds that the
7 Settlement was entered into in good faith.

8 7. The Court finds that the dates set forth in the Settlement for mailing and
9 distribution of the Class Notice meets the requirements of due process and provide the best notice
10 practicable under the circumstances, and constitute due and sufficient notice to all persons entitled
11 thereto, and directs the mailing of the Class Notice by first class mail to the Settlement Class as
12 set forth in the Settlement. Accordingly, the Court orders the ~~following implementation schedule~~ ^{parties and the}

13 ~~for further proceedings.~~ ^{Settlement Administrator to implement the}
~~schedule + requirements of the Settlement.~~

14 a. Within thirty (30) days of this Order, Defendants shall provide CPT Group,
15 Inc., the appointed Settlement Administrator, with: (a) An electronic
16 database of all Class Members, last known mailing address, Social
17 Security number and Defendant Pinnacle Cabling & Construction, Inc.'s
18 employee identification number ("Class Members' Data"); (b)
19 Corresponding to each Class Member's name, Defendants shall provide a
20 figure indicating the total number of Paychecks issued by Pinnacle Cabling
21 & Construction, Inc. during the Class Period in which that Class Member
22 was employed by Defendant Pinnacle Cabling & Construction, Inc. That
23 number of Paychecks shall be referred to as that Class Member's
24 "Individual Paychecks;" (c) If any of the Class Members' Data are
25 unavailable to Defendants, Defendants will so inform Class Counsel and
26 the Parties will make their best efforts to reconstruct or otherwise agree
27 upon the Class Members' Data prior to when it must be submitted to the
28 Settlement Administrator. Class Members' Data will otherwise remain



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1 confidential and will not be disclosed to anyone, except as necessary to
2 applicable taxing authorities, or pursuant to Defendants' express written
3 authorization or by order of the Court.

4 b. **Mailing of Class Notice.** By CPT Group, Inc., approximately fourteen
5 (14) days after receiving the Class Members' Data, or as soon thereafter as
6 it can do so, the Settlement Administrator will mail the Class Notice to all
7 identified Class Members via first-class U.S. mail using the mailing
8 address information provided by Defendants, unless modified by any
9 updated address information that the Settlement Administrator obtains in
10 the course of administration of the Settlement.

11 c. **Returned Class Notice.** If a Class Notice is returned because of an
12 incorrect address, the Settlement Administrator will promptly, and not
13 later than ten (10) days from receipt of the returned Class Notice, search
14 for a more current address for the Class Member and re-mail the Class
15 Notice to the Class Member. The Settlement Administrator will use the
16 Class Members' Data and otherwise work with Defendants' Counsel and
17 Class Counsel to find a more current address. The Settlement
18 Administrator will be responsible for taking reasonable steps, consistent
19 with its agreed-upon job parameters, court orders, and fee, to trace the
20 mailing address of any Class Member for whom a Class Notice is returned
21 as undeliverable by the U.S. Postal Service. These reasonable steps shall
22 include the tracking of all undelivered mail; performing address searches
23 for all mail returned without a forwarding address; and promptly re-
24 mailing to Class Members for whom new addresses are found. If the Class
25 Notice is re-mailed, the Settlement Administrator will note for its own
26 records and notify Class Counsel and Defendants' Counsel of the date and
27 address of each such re-mailing as part of a weekly status report provided
28 to the Parties.

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- d. **Declaration of Settlement Administrator.** Not later than twenty-one (21) court days prior to the Final Approval Hearing, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.
- e. **Requests for Exclusion from Settlement; and Objections to Settlement.** Class Members may submit requests to be excluded from the effect of the Settlement, or objections to the Settlement, pursuant to the following procedures:
- i. Request for Exclusion from Settlement. A Class Member may request to be excluded from the effect of this Agreement, and any payment of amounts under this Agreement, by timely mailing a letter to the Settlement Administrator stating that the Class Member wants to be excluded from this Action. This letter must include the Class Member's name, address, telephone number, and signature. To be valid and timely, the request to be excluded must be postmarked by the date specified in the Class Notice (sixty (60) days from the initial mailing of the Class Notice by the Settlement Administrator). A Class Member who properly submits a valid and timely request to be excluded from the Action shall not receive any payment of any kind in connection with this Agreement or this Action, shall not be bound by or receive any benefit of this Agreement, and shall have no standing to object to the Settlement. A request for exclusion must be mailed to the Settlement Administrator at the address provided on the Class Notice. The



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1 Settlement Administrator shall transmit the request for exclusion
2 to counsel for the Parties as follows:

3
4 *To Class Counsel:*

5 David G. Spivak, Esq.
6 The Spivak Law Firm
7 8605 Santa Monica Blvd., PMB 42554
8 West Hollywood, CA 90069

9 Walter Haines, Esq.
10 United Employees Law Group
11 4276 Katella Ave., #301
12 Los Alamitos, CA 90720

To Defense Counsel:

Michael J. Studenka, Esq.
Jessica Daley, Esq.
Newmeyer & Dillion LLP
895 Dove Street, Fifth Floor
Newport Beach, CA 92660

13 A PAGA Member may not seek exclusion from the PAGA Released Claims.

- 14 ii. Objections to Settlement. The Class Notice will provide that any
15 Class Member who does not request exclusion from the Action and
16 who wishes to object to the Settlement should submit an objection
17 in writing to the Settlement Administrator by sixty (60) days after
18 the Settlement Administrator mails the Class Notice, which sets
19 forth the grounds for the objection and the other information
20 required by this paragraph. The objection should be mailed to the
21 Settlement Administrator at the address provided on the Class
22 Notice. The Settlement Administrator shall transmit the objections
23 to counsel for the Parties as follows:

NDL.

1 To Class Counsel:

2 David G. Spivak, Esq.
3 The Spivak Law Firm
4 8605 Santa Monica Blvd., PMB 42554
5 West Hollywood, CA 90069

6
7 Walter Haines, Esq.
8 United Employees Law Group
9 4276 Katella Ave., #301
10 Los Alamitos, CA 90720

To Defense Counsel:

Michael J. Studenka, Esq.
Jessica Daley, Esq.
Newmeyer & Dillion LLP
895 Dove Street, Fifth Floor
Newport Beach, CA 92660

11 The written objection should state the objecting Class Member's
12 full name, address, and the approximate dates of his or her
13 employment with Defendants. The written objection should state
14 the basis for each specific objection and any legal support in clear
15 and concise terms. The written objection also should state whether
16 the Class Member intends to formally intervene and become a party
17 of record in the action, and upon formally intervening, appear and
18 argue at the Final Approval Hearing. However, the objectors will
19 be provided with the opportunity to speak at the final approval
20 hearing regardless of whether they have filed an appearance or
21 submitted a written opposition beforehand.

22 If the objecting Class Member does not formally intervene in the
23 action and/or the Court rejects the Class Member's objection, the
24 Class Member will still be bound by the terms of this Agreement.

25
26 A PAGA Member may not object to the PAGA Released Claims.



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1 f. **Report.** Not later than fourteen (14) days after the deadline for submission
2 of requests for exclusion, the Settlement Administrator will provide the Parties with a
3 complete and accurate list of all Class Members who sent timely requests to be excluded
4 from the Action and all Class Members who objected to the settlement.

5 8. The Court approves, as to form and content, the Class Notice in substantially the
6 form attached as Exhibit A to the Settlement.

7 9. The Court approves, for settlement purposes only, Walter Haines of United
8 Employees Law Group, and David G. Spivak of The Spivak Law Firm as Class Counsel.

9 10. The Court approves, for settlement purposes only, Jashar Bryant as the Class
10 Representative.

11 11. The Court approves CPT Group, Inc. as the Settlement Administrator.

12 ~~NOL 12. The Court preliminarily approves Class Counsel's request for attorneys' fees and~~
13 ~~costs subject to final review by the Court.~~

14 ~~NOL 13. The Court preliminarily approves the estimated Settlement Administrator costs~~
15 ~~payable to the Settlement Administrator subject to final review by the Court.~~

16 ~~NOL 14. The Court preliminarily approves Plaintiff's Class Representative Payment~~
17 ~~subject to final review by the Court.~~

18 15. A Final Approval Hearing shall be held on March 24, 2023 at 9:00 a.m. in
19 Department CX104 of the Superior Court for the State of California, County of Orange, located
20 at the Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, CA 92701 to consider the
21 fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this
22 Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees
23 and costs and the Class Representative Payment to the Class Representative. The notice of motion
24 and all briefs and materials in support of the motion for final approval of class action settlement
25 and motion for attorneys' fees and litigation costs shall be served and filed with this Court sixteen
26 (16) court days before the Final Approval Hearing.

27 17. If for any reason the Court does not execute and file a final approval order and
28 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason,



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1 the proposed Settlement that is the subject of this order, and all evidence and proceedings had in
2 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
3 litigation, as more specifically set forth in the Settlement.

4 18. The Court expressly reserves the right to adjourn or continue the Final Approval
5 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
6 prompt notice of any continuance to Settlement Class Members who object to the Settlement.

7
8 **IT IS SO ORDERED.**
9 **9-29-22**

10 **DATE**



**HONORABLE WILLIAM D. CLASTER,
JUDGE OF THE SUPERIOR COURT**



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CASE NAME: JASHAR BRYANT, et al. v. PINNACLE CABLING &
CONSTRUCTION, INC., et al.

CASE NUMBER:
30-2020-01123094-CU-OE-CXC

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

The Spivak Law Firm
15303 Ventura Blvd., Suite 900
Sherman Oaks, CA 91403

b. My electronic service address is (*specify*):

emily@spivaklaw.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

Michael J. Studenka, Esq., Attorney for Pinnacle Cabling & Construction, Inc. and Arijet Corporation

b. To (*electronic service address of person served*): Michael.Studenka@ndlf.com

c. On (*date*): September 21, 2022

☒ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: September 21, 2022

Emily Hough Ly

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

SHORT TITLE: JASHAR BRYANT, et al. v. PINNACLE CABLING &
CONSTRUCTION, INC., et al.

CASE NUMBER:
30-2020-01123094-CU-OE-CXC

ATTACHMENT TO PROOF OF ELECTRONIC SERVICE (PERSONS SERVED)

(This attachment is for use with form POS-050/EFS-050.)

NAMES, ADDRESSES, AND OTHER APPLICABLE INFORMATION ABOUT PERSONS SERVED:

<u>Name of Person Served</u> <i>(If the person served is an attorney, the party or parties represented should also be stated.)</i>	<u>Electronic Service Address</u>	<u>Date of Electronic Service</u>
Jessica Daley, Esq., Attorney for Pinnacle Cabling & Construction, Inc. and Arijet Corporation	Jessica.Daley@ndlf.com	Date: <u>September 21, 2022</u>
		Date: _____
		Date: _____
		Date: _____
		Date: _____
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		Date: _____
		Date: _____
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