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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**CARLA PURNELL and TANISHA
SLAUGHTER**, individually and on
behalf of all other similarly situated
individuals,

Plaintiffs,

vs.

**CLEARVIEW CENTERS, LLC;
1334 WESTWOOD, LLC; 2432
WALNUT LLC; 2435 GLYNDON,
LLC; QUAIN T LLC; and
MICHAEL ROY**, jointly and
severally,

Defendants.

Case No.: 2:18-cv-01172-DSF-SS

**ORDER GRANTING PLAINTIFFS'
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS/COLLECTIVE ACTION
SETTLEMENT, APPROVAL OF
CLASS NOTICE, AND SETTING
FINAL APPROVAL HEARING**

1 This matter came before the Court on the unopposed motion of Plaintiffs Carla
2 Purnell and Tanisha Slaughter, on behalf of themselves and the similarly situated
3 employees of Defendants Clearview Centers, LLC; 1334, LLC; 2432 Walnut, LLC;
4 2435 Glyndon, LLC; Quaint LLC, and Michael Roy (“Defendants”) (together, the
5 “Parties”), for Preliminary Approval of the Parties’ Stipulation of Settlement
6 (“Settlement” or “Settlement Agreement”) of this class and collective action pursuant
7 to Rule 23(e) of the Federal Rules of Civil Procedure and 29 U.S.C section 201, *et*
8 *seq.*

9 Plaintiffs, without opposition by Defendant, seek an Order (1) conditionally
10 certifying the class and collective claims for settlement purposes only under the
11 Federal Rules of Civil Procedure, Rule 23, 29 U.S.C section 201, *et seq.*; (2)
12 preliminarily approving the Parties’ Settlement; (3) appointing Plaintiffs as the
13 representatives of, and Class Counsel as counsel for, the California Class Members
14 and FLSA Collective Members; (4) approving the form of the Parties’ proposed Class
15 Notice; and (5) scheduling a hearing on the final approval of the Settlement.

16 Having considered the papers filed in support of the motion, the arguments of
17 counsel, and the law, the Court now enters this Preliminary Approval Order and
18 FINDS, CONCLUDES, and ORDERS as follows:

19 1. All initial-capped terms shall have the same definitions as set forth in the
20 Settlement Agreement, which is attached as **Exhibit A** to Plaintiffs’ unopposed
21 motion for preliminary approval.

22 2. The Court conditionally certifies the California Class Claims and the FLSA
23 Collective Claims, and conditionally finds that, solely for the purposes of approving
24 this Settlement and for no other purpose and with no other effect on this litigation, the
25 California Class Claims FLSA Collective Claims meet the requirements for
26 certification under Rule 23(a) and (e). Accordingly, for purposes of approving this
27 Settlement under Rules 23(a) and 23(b)(3), the Court finds: (a) the California Class
28 Members and the FLSA Collective Members are ascertainable and so numerous that

1 joinder of all members is impracticable; (b) there are questions of law or fact common
2 to the California Class Claims and FLSA Collective Claims; (c) certain claims of
3 Plaintiffs are typical of the claims of California Class Members and FLSA Collective
4 members; (d) Plaintiffs and Class Counsel will fairly and adequately protect the
5 interests of the California Class Members and FLSA Collective Members; and (e) a
6 class action is superior to the other available methods for an efficient resolution of
7 this controversy in the context of settlement.

8 3. The Court therefore conditionally certifies, for settlement purposes only
9 and pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure
10 and 29 U.S.C. section 201, *et seq.*, the following classes and class claims:

11 **a) CALIFORNIA CLASS MEMBERS**

12 “California Class Members” means all current and former counselors who
13 worked for Defendants in the state of California from February 12, 2014 through the
14 date of Preliminary Approval.

15 **b) FLSA COLLECTIVE MEMBERS**

16 “FLSA Collective Members” means all current and former counselors who
17 were employed by Defendants anywhere in the country from February 12, 2015
18 through the date of Preliminary Approval.

19 **c) CALIFORNIA CLASS CLAIMS**

20 “California Class Claims” means all claims for wages, benefits, and related
21 penalties actually alleged or that could have been alleged in the Action by Plaintiffs,
22 on behalf of themselves and the California Class Members, based on the facts alleged
23 in the Second Amended Complaint, including but not limited to: (1) Failure to Pay
24 Overtime (California Labor Code §§ 510 and 1194); (2) Failure to Pay Minimum
25 Wage (California Labor Code §§ 1182.12, 1194, 1194.2, 1197 and 1198); (3)
26 Unlawful Deductions (California Labor Code §§ 221 and 223); (4) Failure to Provide
27 Meal and Rest Periods (California Labor Code §§ 226.7 and 512); (5) Failure to
28 Provide Accurate Wage Statements (California Labor Code § 226); (6) Waiting Time
Penalties (California Labor Code §§ 201-203); (7) California PAGA Claims

1 (California Labor Code §§ 2698-2699.5); (8) Unlawful or Unfair Competition Law
2 Violations (California Business and Professions Code § 17200 et seq.); and (9)
3 attorneys’ fees and costs of litigation associated with this Action. “California Class
4 Claims” also includes all claims that Plaintiffs or California Class Members may have
5 against the Released Parties relating to (i) the payment, taxation, and allocation of the
6 Class Counsel Award pursuant to this Settlement Agreement and (ii) the payment,
7 taxation, and allocation of Plaintiffs’ Service Awards pursuant to this Settlement
8 Agreement.

9 **d) FLSA COLLECTIVE CLAIMS**

10 “FLSA Collective Claims” means all claims for wages, benefits, and related
11 penalties actually alleged or that could have been alleged in the Action by Plaintiffs,
12 on behalf of themselves and the FLSA Collective Members, based on the facts alleged
13 in the Second Amended Complaint, including but not limited to: (1) failure to pay all
14 minimum and overtime wages due under the Fair Labor Standards Act (29 U.S.C.
15 §201, *et seq.*); and (2) attorneys’ fees and litigation costs incurred to litigate and
16 resolve this Action. “FLSA Collective Claims” also includes all claims that Plaintiffs
17 or FLSA Collective Members may have against the Released Parties relating to (i) the
18 payment, taxation, and allocation of the Class Counsel Award pursuant to this
19 Settlement Agreement and (ii) the payment, taxation, and allocation of Plaintiffs’
20 Service Awards pursuant to this Settlement Agreement.

21 4. The Court further finds that, for purposes of preliminary approval, and
22 considering: the strength of the allegations set forth in Plaintiffs’ Second Amended
23 Complaint; the strength of Defendants’ defenses to those claims; the risk, expense,
24 complexity, and likely duration of further litigation; the risk of obtaining or
25 maintaining class action status throughout the litigation; the extent of discovery
26 completed and the stage of the proceedings; the experience and views of counsel; and
27 the amount offered in settlement of the claims, the proposed Settlement Agreement is
28 fair on its face. The Court therefore finds on a preliminary basis that the proposed
terms of the Settlement Agreement set forth in **Exhibit A** to Plaintiffs’ unopposed

1 motion for preliminary approval are reasonable and grants preliminary approval of
2 the proposed Settlement.

3 5. The Court also finds, on a preliminary basis, that the Settlement is fair and
4 reasonable to the California Class Members and FLSA Collective Members when
5 balanced against the probable outcome of further litigation relating to class action
6 certification, liability, and damages issues, and potential appeals of rulings. The Court
7 further finds that significant investigation, research, litigation, and formal and
8 informal discovery have been conducted such that counsel for the Parties are able to
9 reasonably evaluate their respective positions. The Court further finds
10 that settlement at this time will avoid substantial costs, delay, and risks that would be
11 presented by the further prosecution of the litigation.

12 6. Based on a review of the papers submitted by the Parties, the Court finds
13 that the Settlement Agreement is the result of arms-length negotiations conducted
14 after class counsel had adequately investigated the claims and become familiar with
15 the strengths and weaknesses of the claims. The Court finds on a preliminary basis
16 that the Settlement is within the range of reasonableness of a settlement that could
17 ultimately be given final approval by this Court, and grants preliminary approval of
18 the Settlement.

19 7. The Court conditionally appoints Plaintiffs Carla Purnell and Tanisha
20 Slaughter to represent the California Class Members and the FLSA Collective
21 Members for settlement purposes only.

22 8. The Court conditionally appoints Kevin J. Stoops of Sommers Schwartz,
23 P.C., and David Yeremian of David Yeremian & Associates, as class counsel for the
24 California Class Members and the FLSA Collective Members for settlement purposes
25 only.

26 9. The Court appoints CPT Group, Inc. as the Settlement Administrator and
27 preliminarily approves the allocated Settlement Administration Expenses. The
28 Settlement Administrator will prepare final versions of the Class Notice,
incorporating into it the relevant dates and deadlines set forth in this Order and the

1 Settlement Agreement, and will carry out the notice procedures set forth in the
2 Settlement Agreement.

3 10. The Court concludes that the Class Notice approved by the Court, as well as
4 the procedure set forth in the Settlement Agreement for providing notice to the
5 California Class Members and FLSA Collective Members, will provide the best
6 notice practicable under the facts and circumstances of this case. There is no
7 alternative method of notice that would be more practical or more likely to notify
8 California Class Members and FLSA Collective Members of the terms of the
9 Settlement. The Class Notice fairly, plainly, accurately, and reasonably informs
10 California Class Members and FLSA Collective Members of: (a) the nature of the
11 Action, the definition of the California Class Members and FLSA Collective
12 Members, the identity of Class Counsel, and the essential terms of the Settlement
13 Agreement, including the plan of allocation; (b) Plaintiffs' and Class Counsel's
14 applications for the Plaintiffs' Service Awards, General Release Payments to named
15 Plaintiff for individual claims unrelated to the Class, and Class Counsel's request for
16 attorneys' fees and litigation costs; (c) how to participate in and receive proceeds
17 under the Settlement; (d) how to object to or request exclusion from the Settlement;
18 and (e) how to obtain additional information regarding the Action and the Settlement.
19 The Court thus finds that the notice requirements for class and collective actions are
20 satisfied.

21 11. In the event that the Effective Date occurs: all California Settlement Class
22 Members will be deemed to have forever released and discharged the California
23 Settlement Class Members' Released Claims; and all FLSA Settlement Collective
24 Members who cash an Individual Settlement Payment will be deemed to have forever
25 released and discharged the FLSA Settlement Collective Members' Released Claims.
26 The Court approves the definition of California Settlement Class Members' Released
27 Claims, and FLSA Settlement Collective Members' Released Claims as articulated in
28 the Settlement Agreement.

1 12. Any California Class Member and or FLSA Collective Member who intends
2 to object to final approval of the Settlement or Class Counsel’s motion for fees and
3 costs must submit an objection to the Settlement Administrator within 45 calendar
4 days following the mailing of the Class Notice and in the form and manner set forth
5 in the Settlement Agreement. The Settlement Administrator will provide any
6 objections to counsel for the Parties, who will lodge them with the Court. If a
7 California Class Member or FLSA Collective Member opts out after filing an
8 objection, then his/her objection will be moot. However, California Settlement Class
9 Members and FLSA Settlement Collective Members who file an objection may be
10 heard at the Final Approval Hearing, either personally or through their counsel.

11 13. The Parties and Settlement Administrator are ordered to provide notice of
12 the settlement according to the terms of the Settlement Agreement and in conformity
13 with this Order, including:

- 14 a) No more than 14 calendar days after entry of the Preliminary Approval
15 Order, Defendants shall provide the Settlement Administrator with the
16 Class Information for purposes of sending the Class Notice to California
17 Class Members and FLSA Collective Class Members.
- 18 b) No more than 21 calendar days after entry of the Preliminary Approval
19 Order, the Settlement Administrator shall send the Class Notice to
20 California Class Members and FLSA Collective Members via U.S. Mail.
- 21 c) The Class Notice will inform California Class Members that unless they
22 file a request to be excluded from the Settlement within 45 days after the
23 mailing of the Class Notice: they will become California Settlement Class
24 Members; they will receive Individual Settlement Payments under the
25 Agreement; they will be bound by the release of California Settlement
26 Class Members’ Released Claims; and if they cash their Individual
27 Settlement Payment check, they will thereby opt into the FLSA
28 Settlement Collective and release the FLSA Settlement Collective
Members’ Released Claims.

- 1 d) The Class Notice will inform FLSA Collective Members that unless they
2 file a request to be excluded from the Settlement within 45 days after the
3 mailing of the Class Notice: they will become FLSA Settlement
4 Collective Members; they will receive Individual Settlement Payments
5 under the Agreement; and if they cash their Individual Settlement
6 Payment check, they will thereby opt into the FLSA Settlement Collective
7 and release the FLSA Settlement Collective Members' Released Claims.
- 8 e) The Class Notice will inform California Class Members and FLSA
9 Collective Members of their right to request exclusion from the
10 Settlement and the procedure for doing so.
- 11 f) The Class Notice will inform California Class Members and FLSA
12 Collective Members of their right to object to the Settlement and the
13 procedure for doing so.
- 14 g) The Class Notice shall include a statement as to the number of workweeks
15 attributable to each California Class Member and FLSA Collective
16 Member, as well as explanation for how the workweeks will be used to
17 calculate the Individual Settlement Payments.
- 18 h) If any Class Notice mailed to any California Class Member and FLSA
19 Collective Member is returned, the Settlement Administrator shall make
20 a good-faith attempt to obtain the most-current names and postal mail
21 addresses for those individuals, including cross-checking the names or
22 postal mail addresses it received from Defendants with other appropriate
23 databases (e.g., the National Change of Address Database) and
24 performing further reasonable searches (e.g., through Lexis/Nexis) for
25 more-current names and postal mail addresses for those individuals. All
26 California Class Members' and FLSA Collective Members' names and
27 postal mail addresses obtained through these sources shall be protected as
28 confidential and not used for purposes other than the notice and
 administration of this Settlement. The address determined by the

1 Settlement Administrator as the current mailing address shall be
2 presumed to be the best mailing address for each California Class
3 Member and FLSA Collective Member. The Settlement Administrator
4 shall promptly re-mail the Class Notice to any California Class Member
5 and FLSA Collective Member whose original notice was returned
6 because of a wrong address.

7 i) If any Class Notice is returned to the Settlement Administrator with a
8 forwarding address, the Settlement Administrator shall forward the postal
9 mailing to that address.

10 j) In the event that any Class Notice is returned as undeliverable a second
11 time, no further postal mailing shall be required. The Settlement
12 Administrator shall maintain a log detailing the instances Class Notices
13 are returned as undeliverable, re-mailed, and when applicable, returned
14 again. The re-mailing of the Class Notice will not extend the deadline for
15 objecting to or requesting exclusion from the Settlement.

16 k) The Settlement Administrator will also provide Class Notice via a
17 content-neutral settlement website managed by the Settlement
18 Administrator and approved by counsel for the Parties.

19 14. Plaintiffs have provided notice of the settlement to the California Labor and
20 Workforce Development Agency, satisfying the requirements of PAGA.

21 15. The notice of settlement served by Defendants on the U.S. and applicable
22 state Attorneys General satisfies the requirements of the Class Action Fairness Act.

23 16. All proceedings and all litigation of the Action, other than those pertaining
24 to the administration of the Settlement, are stayed pending the Final Approval
25 Hearing.

26 17. Plaintiffs, California Class Members, and FLSA Collective Members are
27 prohibited from prosecuting any claims against Defendants or the Released Parties
28 pending the Final Approval Hearing.

1 18. The preliminary approval of the Settlement, certification of the California
 2 Class Members and the California Class Claims, and the FLSA Collective Members
 3 and the FLSA Collective Claims, and all actions associated with them, are undertaken
 4 on the condition that they shall be vacated if the Settlement Agreement is terminated
 5 or disapproved in whole or in part by the Court, or any appellate court or other court
 6 of review, in which event the Settlement Agreement and the fact that it was entered
 7 into shall not be offered, received, or construed as an admission or as evidence for
 8 any purpose, including but not limited to an admission by any Party of liability or
 9 non-liability or of the certifiability of a litigation class or the appropriateness of
 10 maintaining a representative action.

11 19. The Court will conduct a Final Approval Hearing on May 13, 2019 at 1:30
 12 p.m., where it will make a determination on: (i) whether the proposed Settlement is
 13 fair, reasonable, and adequate and should be finally approved by the Court; (ii) the
 14 amount of attorneys’ fees and costs that should be awarded to Class Counsel; and (iii)
 15 the amount of the Service Awards, if any, the Plaintiffs should receive. The Court
 16 reserves the right to adjust the date of the Final Approval Hearing and related
 17 deadlines without further notice to the California Class Members and FLSA
 18 Collective Members.

19 20. Plaintiff’s Motion for Final Approval of the Settlement, and Class Counsel’s
 20 motion for an award of attorneys’ fees and costs, will also be filed and heard on or
 21 before the final approval hearing, and the Parties and the Settlement Administrator
 22 will comply with the following schedule for the Settlement Administration and final
 23 approval process:


Due Date	Activity
February 11, 2019	Defendants provide the Class Information for the California Class Members and FLSA Collective Class Members to Settlement Administrator (14 days from Preliminary Approval)
February 18, 2019	Settlement Administrator to mail Class Notice to the California Class Members and FLSA Collective Members. (No later than 45 days from preliminary approval)

February 28, 2019	Deadline for Class Counsel to File Motion for Approval of Attorneys’ Fees and Costs and Class Representative Service Award (“Fees Motion”) and Declaration from Administrator, Class Representatives, and Class Counsel in support (35 days before the Objection Deadline)
April 4, 2019	Last day for California Class Members and FLSA Collective Members to Object to the Settlement (45 days from Initial Mailing of Class Notice)
April 4, 2019	Last day for California Class Members and FLSA Collective Members to submit a Request for Exclusion (45 Days from Initial Mailing of Class Notice).
April 8, 2019	Deadline for Class Counsel to File Motion for Final Approval of the Settlement, Declaration from Administrator, and Supplemental Documents for Fees Motion (35 days before Final Approval Hearing)
May 13, 2019	Proposed Date for Final Approval Hearing (1:30 p.m.)

21. In the event the Settlement is not finally approved, or otherwise does not become effective in accordance with the terms of the Settlement Agreement, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Settlement Agreement. The Court’s findings are for purposes of certifying a settlement class and to settle the matter and will not have any claim or issue preclusion or estoppel effect in any other action against Defendants, or in this action if the Settlement is not finally approved.

IT IS SO ORDERED.

Dated: January 28, 2019


 HON. DALE S. FISCHER
 United States District Judge