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Attorneys for Plaintiff,

JEFFREY QUIMBY, and all others similarly situated

(Additional Counsel on Following Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES  
(UNLIMITED JURISDICTION)

JEFFREY QUIMBY, on behalf of himself,  
and all others similarly situated, and as an  
"aggrieved employee" on behalf of other  
"aggrieved employees" under the Labor Code  
Private Attorneys General Act of 2004,

*Plaintiff(s),*

vs.

RHB MANAGEMENT COMPANY, a  
California corporation; THE ROBERTS  
COMPANIES, a California limited  
partnership; and DOES 1 through 50,  
inclusive,

*Defendant(s).*

Case No.: BC661584

~~PROPOSED~~ ORDER PRELIMINARILY  
APPROVING CLASS ACTION  
SETTLEMENT

Action filed: 05/17/17

Hearing Date: November 13, 2019

Hearing Time: 11:00 a.m.

Hearing Dept: SSC-7, Hon. Amy D.  
Hogue

RECEIVED  
LOS ANGELES SUPERIOR COURT

SEP 18 2019

S. DREW

BY FAX

**ATTORNEYS FOR DEFENDANTS**

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Attorneys for Defendants,

RHB MANAGEMENT COMPANY and THE ROBERTS COMPANIES

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

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

14 2. For purposes of this Preliminary Approval Order, the "Settlement Class" means all  
15 persons who are currently employed, or formerly have been employed, by RHB Management  
16 Company, a California corporation and/or the Roberts Company, a California limited partnership  
17 (collectively "Defendant") as current and former resident manager employees (collectively "Class  
18 Members"), who worked anytime during the Class Period. The "Class Period" shall mean the  
19 period of time from May 17, 2013, through the date of this order. Defendant estimates that as of  
20 April 11, 2019, there were 108 potential Settlement Class Members. The "Effective Date" means  
21 the date by which this Agreement is approved by the Court by entry of the Judgment and the  
22 Judgment becomes Final. The Judgment becomes "Final" when the later of the following events  
23 occurs: (1) the period for filing any appeal, writ, or other appellate proceeding opposing the  
24 Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed;  
25 (2) any appeal, writ, or other appellate proceeding opposing the Settlement has been dismissed  
26 finally and conclusively with no right by any appellant or objector to pursue further remedies or  
27 relief; or (3) any appeal, writ, or other appellate proceeding has upheld the Judgment with no right  
28 by any appellant or objector to pursue further remedies or relief. In this regard, it is the intention  
of the Parties that the Settlement shall not become effective until the Court's Judgment granting

1 final approval of the Settlement is completely final, and no further recourse exists by an appellant  
2 or objector who seeks to contest the Settlement. The occurrence of the Effective Date is a  
3 prerequisite to any obligation of Defendant to pay any funds into the Settlement Account.

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

7 4. The Court hereby preliminarily finds that the Settlement was the product of serious,  
8 informed, non-collusive negotiations conducted at arm's length by the Parties. In making this  
9 preliminary finding, the Court considered the nature of the claims set forth in the pleadings, the  
10 amounts and kinds of benefits which shall be paid pursuant to the Settlement, the allocation of  
11 Settlement proceeds to the Settlement Class, and the fact that the Settlement represents a  
12 compromise of the Parties' respective positions. The Court further preliminarily finds that the  
13 terms of the Settlement have no obvious deficiencies and do not improperly grant preferential  
14 treatment to any individual Class Member. Accordingly, the Court preliminarily finds that the  
15 Settlement was entered into in good faith.

16 5. The Court finds that the dates set forth in the Settlement for mailing and  
17 distribution of the Class Notice meet the requirements of due process and provide the best notice  
18 practicable under the circumstances, and constitute due and sufficient notice to all persons entitled  
19 thereto, and directs the mailing of the Class Notice by first class mail to the Settlement Class as  
20 set forth in the Settlement. Accordingly, the Court orders the following implementation schedule  
21 for further proceedings:

- 22 a. Within thirty (30) days after this Preliminary Approval Order, Defendant shall  
23 provide CPT Group, Inc., the appointed Settlement Administrator, with: (a) An  
24 electronic database of all Class Members, last known mailing address, and  
25 Social Security number ("Class Members' Data"); (b) Corresponding to each  
26 Class Member's name, Defendant shall provide a figure indicating the total  
27 number of Pay Periods during the Class Period in which that Class Member  
28 was employed by Defendant as a Representative. That number of Pay Periods  
shall be referred to as that Class Member's "Individual Pay Periods;" (c) If any  
of the Class Members' Data are unavailable to Defendant, Defendant will so  
inform Class Counsel and the Parties will make their best efforts to reconstruct



1 or otherwise agree upon the Class Members' Data prior to when it must be  
2 submitted to the Settlement Administrator. Class Members' Data will  
3 otherwise remain confidential and will not be disclosed to anyone, except as  
4 necessary to applicable taxing authorities, or pursuant to Defendant's express  
5 written authorization or by order of the Court.

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

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

d. **Declaration of Settlement Administrator.** Not later than twenty-one (21)  
court days prior to the Final Approval Hearing, the Settlement Administrator

1 will provide the Parties for filing with the Court a declaration of due diligence  
2 setting forth its compliance with its obligations under this Agreement. Prior to  
3 the Final Approval Hearing, the Settlement Administrator will supplement its  
4 declaration of due diligence if any material changes occur from the date of the  
5 filing of its prior declaration.

6 **e. Requests for Exclusion from Settlement; and Objections to Settlement.**

7 Class Members may submit requests to be excluded from the effect of the  
8 Settlement, or objections to the Settlement, pursuant to the following  
9 procedures:

- 10 i. **Request for Exclusion from Settlement.** A Class Member may  
11 request to be excluded from the effect of this Agreement, and any  
12 payment of amounts under this Agreement, by timely mailing a letter  
13 to the Settlement Administrator stating that the Class Member wants to  
14 be excluded from this Action. This letter must include the Class  
15 Member's name, address, telephone number, and signature. To be valid  
16 and timely, the request to be excluded must be postmarked by the date  
17 specified in the Class Notice (sixty (60) days from the initial mailing of  
18 the Class Notice by the Settlement Administrator). A Class Member  
19 who properly submits a valid and timely request to be excluded from  
20 the Action shall not receive any payment of any kind in connection with  
21 this Agreement or this Action, shall not be bound by or receive any  
22 benefit of this Agreement, and shall have no standing to object to the  
23 Settlement. A request for exclusion must be mailed to the Settlement  
24 Administrator at the address provided on the Class Notice. The  
25 Settlement Administrator shall transmit the request for exclusion to  
26 counsel for the Parties as follows:

27 *To Class Counsel:*

28 David G. Spivak, Esq.  
The Spivak Law Firm  
16530 Ventura Blvd, Ste. 203  
Encino, CA 91436

*To Defense Counsel:*

Beth A. Schroeder, Esq.  
Allison S. Wallin, Esq.  
1800 Avenue of the Stars, Fl. 12  
Los Angeles, CA 90067



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

*To Class Counsel:*

David G. Spivak, Esq.  
The Spivak Law Firm  
16530 Ventura Blvd, Ste. 203  
Encino, CA 91436

*To Defense Counsel:*

Beth A. Schroeder, Esq.  
Allison S. Wallin, Esq.  
Raines Feldman LLP  
1800 Avenue of the Stars, Fl. 12  
Los Angeles, CA 90067

The written objection should state the objecting Class Member's full name, address, and the approximate dates of HIS OR HER employment with Defendant. The written objection should state the basis for each specific objection and any legal support in clear and concise terms. The written objection also should state whether the Class Member intends to formally intervene and become a party of record in the action, and upon formally intervening, appear and argue at the Final Approval Hearing. However, the objectors will be provided with the opportunity to speak at the final approval hearing regardless of whether they have filed an appearance or submitted a written opposition beforehand. If the objecting Class Member does not formally intervene in the action and/or the Court rejects the Class Member's objection, the Class Member may still be bound by the terms of this Agreement.

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

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

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

10 8. The Court approves, for settlement purposes only, Jeffrey Quimby as the Class  
11 Representative.

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

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

15 11. The Court preliminarily approves the estimated Settlement Administrator costs  
16 payable to the Settlement Administrator subject to final review by the Court.

17 12. The Court preliminarily approves Plaintiff's Class Representative Payment subject  
18 to final review by the Court.

19 13. A Final Approval Hearing shall be held on 5/15/2020 at 10:00 a.m. in  
20 Department SSC-7 of the Superior Court for the State of California, County of Los Angeles,  
21 located at 312 N. Spring Street, Los Angeles, California to consider the fairness, adequacy and  
22 reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval  
23 Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class  
24 Representative Payment to the Class Representative. The notice of motion and all briefs and  
25 materials in support of the motion for final approval of class action settlement and motion for  
26 attorneys' fees and litigation costs shall be served and filed with this Court sixteen (16) court days  
27 before the Final Approval Hearing.

28 14. If for any reason the Court does not execute and file a final approval order and  
judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the  
proposed Settlement that is the subject of this order, and all evidence and proceedings had in  
connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the



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litigation, as more specifically set forth in the Settlement.

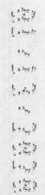
15. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to members of the Class. The Plaintiff shall give prompt notice of any continuance to Settlement Class Members who object to the Settlement.

**IT IS SO ORDERED.**

DATE

1/9/2020

  
**HONORABLE AMY D. HOGUE,  
JUDGE OF THE SUPERIOR COURT**



1 PROOF OF SERVICE

2  
3 State of California,  
County of Los Angeles

4 1. I am a citizen of the United States and am employed in the County  
5 of Los Angeles, State of California. I am over the age of 18 years, and not a  
6 party to the within action. My business address is 16530 Ventura Blvd., Suite  
312, Encino, California 91436.

7 2. I am familiar with the practice of The Spivak Law Firm, for  
8 collection and processing of correspondence for mailing with the United  
States Postal Service. It is the practice that correspondence is deposited  
9 with the United States Postal Service the same day it is submitted for  
mailing.

10 On Wednesday, September 18, 2019, I caused to have electronically  
11 served the following document described as **[PROPOSED] ORDER PRELIMINARILY**  
**APPROVING CLASS ACTION SETTLEMENT** with the third-party cloud service listed  
12 below. In doing so, notifications of such filings were electronically mailed  
to the interested parties which appear on the third-party cloud service's  
service list in this action as follows:

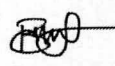
13  
14 Beth A. Schroeder, Esq.  
Allison S. Wallin, Esq.  
Raines Feldman LLP  
15 1800 Avenue of the Stars, Fl. 12  
Los Angeles, CA 90067  
16 bschroeder@raineslaw.com  
awallin@raineslaw.com  
17

18 XXXX (BY ELECTRONIC SERVICE) Based on a court order or an agreement of the  
parties to accept electronic service, I caused the documents to be sent to  
19 the persons at the electronic service addresses listed above via third-party  
cloud service **CASE ANYWHERE**.

20 EXECUTED on Wednesday, September 18, 2019, at Encino, California.

21 XXXX (State) I declare under penalty of perjury under the laws of the State  
22 of California that the above is true and correct.

23 \_\_\_\_\_ (Federal) I declare that I am employed in the office of a member of the  
24 bar of this court at whose direction the service was made.

25   
26 \_\_\_\_\_  
BRECK OYAMA  
27  
28