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7 Attorneys for Plaintiff,
8 DAMIEN COX, and all others similarly situated

9 (Additional Counsel on Following Page)

10 **IN THE SUPERIOR COURT OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 DAMIEN COX, on behalf of himself and all
13 others similarly situated, and as an “aggrieved
14 employee” on behalf of other “aggrieved
15 employees” under the Labor Code Private
16 Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 AAMP OF FLORIDA, INC., a Florida
20 corporation; and DOES 1 through 50,
21 inclusive,

22 *Defendants.*

Case No.: BC678015

**REVISED JOINT STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

Action filed: 10/02/2017

Department: SSC-1, Hon. Daniel J.
Buckley



28 SPIVAK LAW

ATTORNEYS FOR DEFENDANT

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1 This Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement
2 Agreement” or “Agreement”) is made and entered into by and between Plaintiff Damien Cox
3 (“Plaintiff” or “Class Representative”), individually and on behalf of all putative class members,
4 on the one hand, and Defendant AAMP of Florida, Inc. (“Defendant”). Plaintiff and Defendant
5 are collectively referred to herein as the “Parties.”

6 **I. DEFINITIONS.**

7 The following definitions are applicable to this Settlement Agreement, in addition to other
8 terms defined elsewhere in the Agreement:

9 **A. “Action”** shall mean the civil action commenced on October 2, 2017, by Plaintiff
10 against Defendant in the Superior Court of California, County of Los Angeles, Case No.
11 BC678015, entitled: “DAMIEN COX, on behalf of himself, and all others similarly situated, and
12 as an “aggrieved employee” on behalf of other “aggrieved employees” under the Labor Code
13 Private Attorneys General Act of 2004, *Plaintiff(s)*, vs. AAMP OF FLORIDA, INC., a Florida
14 corporation; and DOES 1 through 50, inclusive, *Defendant(s)*.”

15 **B. “Class,” “Class Members,” or “Settlement Class”** shall mean all of
16 Defendant’s current and former nonexempt hourly employees who worked anytime during the
17 Class Period in California.

18 **C. “Class Counsel”** shall mean the attorneys representing Plaintiff in the Action:
19 David G. Spivak of The Spivak Law Firm.

20 **D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses**
21 **Payment”** shall mean the amounts awarded to Class Counsel by the Court to compensate them
22 for, respectively, their fees and expenses in connection with the Action, including their pre-filing
23 investigation, their filing of the Action and all related litigation activities, this Settlement, and all
24 post-Settlement compliance procedures.

25 **E. “Class Notice”** shall mean the Notice of Proposed Settlement attached as **Exhibit**
26 **A** and incorporated by reference into this Agreement.

27 **F. “Class Period”** shall mean the period of time from October 2, 2013 through
28 February 1, 2019.

G. “Class Representative Payment” shall mean the special payment made to
Plaintiff in his capacity as Class Representative to compensate him for initiating the Action,

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1 performing work in support of the Action, and undertaking the risk of liability for attorneys' fees
2 and expenses in the event he was unsuccessful in the prosecution of the Action.

3 **H. "Court"** shall mean the Superior Court for the County of Los Angeles, Spring
4 Street Courthouse, located at 312 N. Spring Street, Los Angeles, CA, 90012.

5 **I. "Defense Counsel"** shall mean the attorneys representing Defendant in the
6 Action: Lawrence Campitiello and Madeline Cahill of Cahill & Campitiello LLP.

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

20 **K. "Final Approval Hearing"** shall mean the hearing to be conducted by the Court
21 to determine whether to approve finally and implement the terms of this Agreement.

22 **L. "Gross Settlement Amount"** shall mean the Gross Settlement Amount of Six
23 Hundred and Fifty Thousand Dollars and No Cents (\$650,000.00) payable by Defendant as
24 provided by this Agreement, plus Defendant's employer-side payroll taxes.

25 **M. "Judgment"** shall mean the Order of Final Judgment entered by the Court that
26 the Parties anticipate will be entered following a Final Approval Hearing on the Settlement in
27 this Action.

28 **N. "Net Settlement Amount"** shall mean \$650,000.00 payable by Defendant
pursuant to this Settlement, less:

1. the Class Representative Payment approved by the Court;
2. the Class Counsel Fees Payment (one-third or 33.333% of Gross



1 Settlement Amount) and the Class Counsel Litigation Expenses Payment (of not more than
2 \$20,000.00) approved by the Court;

3 3. the Settlement Administrator’s reasonable fees and expenses approved by
4 the Court (not to exceed \$10,000.00);

5 4. the amount of \$3,750 paid to the Labor Workforce Development Agency
6 of California for the PAGA claim; and

7 5. any other fees or expenses (other than attorneys’ fees and expenses)
8 incurred by Plaintiff in implementing the terms and conditions of this Agreement as approved by
9 the Court.

10 **O. “Participating Class” or “Participating Class Members”** shall mean all
11 Settlement Class members who do not submit a valid letter requesting to be excluded from the
12 Settlement, consistent with the terms set forth in this Settlement Agreement.

13 **P. “Preliminary Approval of the Settlement”** shall mean the Court’s preliminary
14 approval of the Settlement without material change.

15 **Q. “Settlement”** shall mean the disposition of the Action and all related claims
16 effectuated by this Agreement.

17 **R. “Settlement Administrator”** shall mean CPT Group, Inc., or another
18 administrator proposed by the Parties and appointed by the Court to administer the Settlement.

19 **S. “Settlement Share”** shall mean each Class Member’s allocated share of the Net
20 Settlement Amount as provided by this Agreement.

21 **II. RECITALS**

22 **A.** On or about June 20, 2017, Plaintiff, through his attorneys, sent a letter to the
23 Labor Workforce Development Agency (“LWDA”) alleging the following: (1) failure to pay
24 wages for all hours worked at the correct rates of pay, (2) failure to provide meal periods, (3)
25 failure to authorize and permit rest periods, (4) resulting wage statement violations, (5) resulting
26 failure to pay wages due at separation, (6) resulting failure to timely pay wages, (7) failure to
27 maintain accurate employment records; and (8) a claim for penalties under the Private Attorneys
28 General Act (the “PAGA letter”). Plaintiff asserted these representative claims on behalf of all
current and former hourly California Class Members who are or were employed during the
applicable statutory period.

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1 **B.** On October 2, 2017, Plaintiff filed a class action complaint in the Los Angeles
2 Superior Court, alleging the same wage and hour claims, as set forth in the earlier PAGA letter.
3 On October 11, 2017, Plaintiff filed a first amended class action complaint in the Los Angeles
4 Superior Court, adding a cause of action under PAGA.

5 **C.** On March 8, 2018, Defendant answered Plaintiff’s first amended class action
6 complaint and denied, and continues to deny, all of Plaintiff’s material allegations. Specifically,
7 Defendant denies that Plaintiff and putative class members are entitled to additional wages and
8 overtime pay. Defendant contends it paid the putative class members for all hours worked as
9 required by law. Defendant denies its Class Members were deprived of meal and rest periods,
10 alleges that they had meal and rest break policies and procedures in place to ensure compliance
11 with California law, and alleges that employees were allowed to take their rest and meal periods.
12 Defendant further alleges that the unpaid wage, improper wage statement, and rest and meal
13 period claims are not amenable to class treatment because common issues do not predominate.
14 Defendant asserts that the waiting time penalties claim will fail as to former Class Members who
15 cannot prevail on the claims described above.

16 **D.** The Parties thereafter engaged in an informal, voluntary exchange of information
17 in the context of privileged settlement discussions to facilitate an early mediation. Defendant
18 produced Plaintiff’s entire personnel file (including policies and agreements he signed and
19 acknowledged), copies of its relevant company written policies, time-keeping records, email
20 messages, and paycheck data and records for the putative class, and more detailed time and
21 payroll data for a random sample of putative class members specifically selected by Plaintiff’s
22 counsel. Defendant’s counsel contends that they obtained numerous signed declarations that
23 contested and/or contradicted Plaintiff’s allegations and claims.

24 **E.** On April 6, 2018 and February 1, 2019, following much of the foregoing informal
25 discovery and exchange of information, the Parties participated in mediation sessions presided
26 over by Mediator Steve Pearl, an experienced class action mediator. During the mediations, the
27 Parties had a full day and one-half of productive negotiations and reached agreement on a class-
28 wide settlement during the second mediation session. During the mediation sessions, each side,
represented by its respective counsel, recognized the risk of an adverse result in the Action and
agreed to settle the Action and all other matters covered by this Agreement pursuant to the terms
and conditions of this Agreement.



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1 **F.** Based on their own thorough, independent investigation and evaluation of this
2 case, Class Counsel are of the opinion that the settlement with Defendant for the consideration
3 and on the terms set forth in this Agreement is fair, reasonable, adequate, and in the best interest
4 of the Settlement Class in light of all known facts and circumstances, including the risk of
5 significant costs and delay, the risk of non-certification of the Class, the defenses asserted by
6 Defendant, the risks of adverse determinations on the merits, and numerous potential appellate
7 issues. Although Defendant contends it has no liability in this case, Defendant's counsel shares
8 Class Counsel's belief that the Agreement represents a fair and adequate settlement given the
9 respective risks associated with the case.

10 **G.** This Agreement represents a compromise and settlement of highly disputed
11 claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant
12 that Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff or the Class
13 on those claims or to the State, or as an admission by Plaintiff that Defendant's defenses raised
14 in the Action have merit. This Agreement is intended to fully, finally, and forever compromise,
15 release, resolve, discharge, and settle the released claims subject to the terms and conditions set
16 forth in this Agreement.

17 Based on the foregoing Recitals, the Parties agree as follows:

18 **III. SETTLEMENT TERMS AND CONDITIONS**

19 **A. Certification for Settlement Purposes.** Solely for the purposes of effectuating
20 this Settlement, and subject to Court approval, the Parties hereby stipulate to the conditional
21 certification of the Settlement Class. The Parties agree that if for any reason the Settlement is not
22 preliminarily and finally approved, the conditional certification of the Settlement Class will be
23 of no force or effect, does not constitute an admission by Defendant that class certification is
24 proper, and will not be deemed admissible in this or any other proceeding, and that the Parties
25 will litigate the issue of class certification.

26 **B. Gross Settlement Amount.** Subject to the terms and conditions of this
27 Agreement, the Gross Settlement Amount of Six Hundred and Fifty Thousand Dollars and No
28 Cents (\$650,000.00), plus Defendant's employer share of payroll taxes, is the maximum amount
payable by Defendant. In no event will Defendant be required to pay more than the Gross
Settlement Amount for distribution to the Plaintiff, Class Counsel, Class Members, LWDA, and

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1 Settlement Administrator. However, Defendant will pay its share of the employer-side payroll
2 taxes.

3 **C. Payments to Plaintiff and Class Counsel and Others.** Subject to the terms and
4 conditions of this Agreement, the Settlement Administrator will make the following payments
5 out of the Gross Settlement Amount as follows:

6 **1. To Plaintiff.**

7 (a) **Class Representative Payment.** In addition to his Settlement
8 Share, Plaintiff will apply to the Court for an award of not more than Fifteen Thousand Dollars
9 and No Cents (\$15,000.00) as his Class Representative Payment. Defendant will not oppose a
10 Class Representative Payment of not more than \$15,000.00. Plaintiff will receive no other
11 payment other than his Settlement Share and Class Representative Payment, and acknowledges
12 that he is aware of no other facts or circumstances related to his employment with Defendant that
13 could give rise to any additional entitlement to any further payments. The Settlement
14 Administrator will pay the Class Representative Payment approved by the Court out of the Gross
15 Settlement Amount. Payroll taxes, withholdings, and deductions will not be taken from the Class
16 Representative Payment, and instead a Form 1099 will be issued to Plaintiff with respect to that
17 payment. Plaintiff agrees to assume all responsibility and liability for the payment of taxes due
18 on the Class Representative Payment. Any portion of the Class Representative Payment not
19 awarded to Plaintiff will not revert to Defendant, but instead shall be returned to the Net
20 Settlement Amount.

21 **2. To Class Counsel.** Class Counsel will apply to the Court for an award of
22 not more than Two Hundred and Sixteen Thousand Six Hundred and Sixty-Six Dollars and Sixty-
23 Six Cents (\$216,666.66) (which is 33.333% of the Gross Settlement Amount) as their Class
24 Counsel Fees Payment and an amount not more than Twenty Thousand Dollars and No Cents
25 (\$20,000.00) as their Class Counsel Litigation Expenses Payment, and Defendant will not oppose
26 this request. The Settlement Administrator will pay the amount approved by the Court (but not
27 more than \$216,666.66 in fees and not more than \$20,000.00 in expenses) out of the Gross
28 Settlement Amount. Withholding and deductions will not be taken from the Class Counsel Fees
and Litigation Expenses Payment and one or more Forms 1099 will be issued to Class Counsel
with respect to those payments.

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1 **3. To the Settlement Administrator.** The Settlement Administrator will be
2 paid from the Gross Settlement Amount its reasonable fees and expenses as approved by the
3 Court in an amount currently estimated to not exceed Ten Thousand Dollars and No Cents
4 (\$10,000.00).

5 **4. To the LWDA.** The Parties will jointly apply to the Court for approval of
6 a settlement of claims under the Private Attorneys General Act (“PAGA”), California Labor Code
7 section 2698, *et seq.*, for Five Thousand Dollars and No Cents (\$5,000.00), of which, payment
8 from the Gross Settlement Amount to the LWDA will be made in the amount of Three Thousand
9 Seven Hundred and Fifty Dollars and No Cents (\$3,750.00), which is 75% of the PAGA
10 settlement. One Thousand Two Hundred Dollars and No Cents (\$1,250.00), 25% of the PAGA
11 settlement, will remain in the Net Settlement Amount for distribution.

12 **D. Allocation of Net Settlement Amount and Calculation of Settlement Shares.**
13 Subject to the terms and conditions of this Agreement, the Settlement Administrator will
14 distribute a payment from the Net Settlement Amount to each Participating Class Member. The
15 Settlement Share for each Participating Class Member will be calculated as follows,
16 understanding that the formulas below do not constitute an admission by either party, and are
17 intended only to provide a practical means to simplify and administer the claims process:

18 **(a) Participating Class Members’ Settlement Shares.** The
19 settlement shares are allocated one third to wages (for which employment taxes will be deducted
20 and W-2s issued) and one third to interest and one third to penalties (for which 1099s will be
21 issued).

22 **(b) Settlement Ratio Calculation.** The Settlement Administrator
23 shall assign to each Class Member a “Settlement Ratio,” which shall be a fractional number
24 comprised of (a) that Class Member’s Individual Work Weeks as the numerator, and (b) the
25 aggregate total of all Class Members’ Individual Work Weeks as the denominator. The
26 Settlement Administrator shall assign to each Class Member the “Settlement Share” which shall
27 be calculated by multiplying that Class Member’s Settlement Ratio by the amount allocated to
28 Class Members from the Net Settlement Amount.

(c) Settlement Share Worksheet. Upon calculation of the Class
Members’ Settlement Share, the Settlement Administrator shall furnish to Class Counsel and
Defense counsel a worksheet containing a list of unique identifying numbers for each of the Class



1 Members with their corresponding Individual Work Weeks and Settlement Shares.

2 **E. Taxes and Withholdings.** Each Settlement Share is intended, in part, to settle the
3 Class Members' claims for unpaid wages. Each Class Member shall be individually responsible
4 for the employee's share of applicable payroll tax withholdings and deductions. Accordingly,
5 each Settlement Share allocated to wages will be reduced by applicable employee-side payroll
6 tax withholdings and deductions, and the Settlement Administrator will issue a Form W-2 to each
7 Participating Class Member. Defendant will be responsible for the normal employer's share of
8 any payroll tax attributable to the wage portion of the Settlement Share payments. Defendant's
9 payment of the normal employer's share of payroll taxes attributable to the wage portion of the
10 Settlement Share payments will be in addition to the Gross Settlement Amount or Net Settlement
11 Amount.

12 **F. Appointment of Settlement Administrator.** The Parties will ask the Court to
13 appoint CPT Group, Inc., a qualified administrator, to serve as the Settlement Administrator,
14 which, as a condition of appointment, will agree to be bound by this Agreement with respect to
15 the performance of its duties and its compensation. The Settlement Administrator's duties will
16 include preparing, printing, and mailing the Class Notice to all Class Members; and using
17 reasonable measures to contact all Class Members, including conducting a National Change of
18 Address search on all Class Members before mailing the Class Notice to each Class Member's
19 address. The Settlement Administrator's duties will also include re-mailing the Class Notice to
20 the Class Member's new address for those Class Members whose address has changed; providing
21 the Parties with weekly status reports about the delivery of Class Notice; calculating Settlement
22 Shares; issuing and distributing checks to effectuate the payments due under the Settlement;
23 reporting to the Court as required; and otherwise administering the Settlement pursuant to this
24 Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of
25 printing and mailing the Class Notice, will be paid out of the Gross Settlement Amount, as set
26 forth herein, subject to Court approval. Any portion of the of the Settlement Administrator's fees
27 and expenses that are not used or which are not awarded by the Court will not revert to Defendant,
28 but instead will be part of the Net Settlement Amount for distribution to Participating Class
Members. If the Settlement Administrator's fees and expenses exceed \$10,000, such cost will be
deducted from the Net Settlement Amount.

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1 **IV. PROCEDURES FOR APPROVING SETTLEMENT**

2 **A. Motion for Preliminary Approval of Settlement by the Court.** Class Counsel
3 will move the Court for an order granting Preliminary Approval of the Settlement (the “Motion
4 for Preliminary Approval”), setting a date for the Final Approval Hearing, and approving the
5 Class Notice (attached as **Exhibit A** to this Agreement). Any disagreement among the Parties
6 concerning the Class Notice or other documents necessary to implement the Settlement will be
7 referred to the Court.

8 **1.** At the hearing on the Motion for Preliminary Approval, the Parties
9 anticipate that they will appear and support the granting of the motion, and that Class Counsel
10 will submit an Order Granting Preliminary Approval of Settlement, Approval of Notice to Class
11 and Setting Hearing for Final Approval of Settlement.

12 **2.** Should the Court decline to approve the Settlement, the Settlement will be
13 null and void and the Parties will have no further obligations under it.

14 **B. Notice to Class Members.** After the Court enters its order granting Preliminary
15 Approval of the Settlement, every Class Member will be provided with a “Class Notice.”

16 **1. List of Class Members.** Within thirty (30) days after the Court grants
17 Preliminary Approval of the Settlement, Defendant shall provide to the Settlement
18 Administrator:

19 **(a)** An electronic database of all Class Members, last known mailing
20 address, Social Security number, and Defendant’s employee identification number (“Class
21 Members’ Data”).

22 **(b)** Corresponding to each Class Member’s name, Defendant shall
23 provide a figure indicating the total number of Work Weeks during the Class Period in which
24 that Class Member was employed by Defendant. That number of Work Weeks shall be referred
25 to as that Class Member’s “Individual Work Weeks.”

26 **(c)** If any of the Class Members’ Data are unavailable to Defendant,
27 Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct
28 or otherwise agree upon the Class Members’ Data prior to when it must be submitted to the
Settlement Administrator. Class Members’ Data will otherwise remain confidential and will not
be disclosed to anyone, except as necessary to applicable taxing authorities, or pursuant to
Defendant’s express written authorization or by order of the Court.



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

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

20 **4. Declaration of Settlement Administrator.** Not later than twenty-one
21 (21) court days prior to the Final Approval Hearing, the Settlement Administrator will provide
22 the Parties for filing with the Court a declaration of due diligence setting forth its compliance
23 with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement
24 Administrator will supplement its declaration of due diligence if any material changes occur from
25 the date of the filing of its prior declaration.

26 **5. Disputed Class Member Settlement Shares.** If a Class Member disputes
27 his/her estimated Settlement Share, the Class Member may produce evidence to the Settlement
28 Administrator for the Class Period. In order for the dispute to be considered, he/she must follow
the directions on the Class Notice. To be valid and timely, all disputes and supporting documents
must be postmarked by the date specified in the Class Notice (no less than sixty (60) days from
the initial mailing of the Class Notice by the Settlement Administrator).



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1 **C. Requests for Exclusion from Settlement; and Objections to Settlement.** Class
2 Members may submit requests to be excluded from the effect of the Settlement, or objections to
3 the Settlement, pursuant to the following procedures:

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

16 *To Class Counsel:*

17 David G. Spivak, Esq.
18 The Spivak Law Firm
19 16530 Ventura Blvd, Ste. 203
20 Encino, CA 91436

16 *To Defense Counsel:*

17 Lawrence Campitiello, Esq.
18 Madeline Cahill, Esq.
19 Cahill & Campitiello LLP
20 5740 Fleet St., Ste 140
 Carlsbad, CA 92008

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

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To Class Counsel:

To Defense Counsel:

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

Lawrence Campitiello, Esq.
Madeline Cahill, Esq.
Cahill & Campitiello LLP
5740 Fleet St., Ste 140
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The written objection must state the objecting Class Member's full name, address, and the approximate dates of his or her employment with Defendant. The written objection must 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, 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 will still be bound by the terms of this Agreement.

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

E. No Solicitation of Objection; Right to Void. Neither the Parties, nor their respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member to seek exclusion from the Settlement, object to the Settlement, or to appeal from the Judgment. If Class Members with Work Weeks accounting for 10% or more of the Class's Work Weeks submit valid requests to be excluded from the Settlement, then Defendant shall have the unilateral right to void this Settlement. Defendant may do so by giving notice to Class Counsel and the Court of its election to void the Settlement not later than seven (7) days before the Final Approval Hearing. No sums shall be payable by Defendant if this Agreement is voided as provided for herein with one exception: Defendant agrees to pay any fees owing to the Settlement Administrator for services rendered in the event Defendant exercises its right to void the Settlement.



1 **F. Additional Briefing and Final Approval.** Plaintiff will file with the Court a
2 motion for final approval of the Settlement and payment of the Settlement Administrator's
3 reasonable fees and expenses and a memorandum in support of their motion; and Plaintiff and
4 Class Counsel will serve on Defendant and file with the Court a motion for awards of the Class
5 Representative Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation
6 Expenses Payment pursuant to this Settlement, and memoranda in support of their motions.

7 Before the Final Approval Hearing, the Parties shall be entitled to file and serve a
8 response to any Class Member's objection to the Settlement and/or reply in support of their
9 motion for final approval of the Settlement, and payment of the Settlement Administrator's
10 reasonable fees and expenses to the extent that any opposition to the motion is filed; and Plaintiff
11 and Class Counsel may file replies in support of their motions for the Class Representative
12 Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

13 If the Court ultimately does not grant final approval of the Settlement or grants final
14 approval conditioned on any material change to the Settlement, then either Party will have the
15 unilateral right to void the Settlement in its entirety; if that occurs, the Parties will have no further
16 obligations under the Settlement, including any obligation by Defendant to pay the Gross
17 Settlement Amount or any amounts that otherwise would have been payable under this
18 Agreement, except that Defendant and Plaintiff will jointly and equally pay the Settlement
19 Administrator's reasonable fees and expenses incurred as of the date that the Party exercises the
20 right to void the Settlement under this Paragraph. However, an award by the Court of a lesser
21 amount than that sought by Plaintiff and Class Counsel for the Class Representative Payment,
22 the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not
23 constitute a material modification to the Settlement within the meaning of this Paragraph and
24 shall not render the Settlement voidable. Plaintiff and Class Counsel shall retain the right to
25 appeal awards of attorneys' fees and costs less than requested.

26 Upon final approval of the Settlement by the Court at or after the Final Approval Hearing,
27 the Parties will present for the Court's approval and entry a Proposed Final Order and Judgment.
28 The Final Order and Judgment shall permanently bar all Participating Class Members from
prosecuting against Defendant any claims within the scope of the Releases contained in this
Agreement.

 After entry of the Judgment, the Court will have continuing jurisdiction over the Action



1 and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement
2 administration matters, and (iii) addressing such post-Judgment matters as may be appropriate
3 under court rules or applicable law.

4 **G. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the
5 terms and conditions of this Agreement, and that no Class Member timely objects to the
6 Settlement *and* formally intervene into the action as required under the California Supreme Court
7 decision of *Hernandez v. Restoration Hardware*, 4 Cal. 4th 260, 228 Cal. Rptr. 3d 106 (2018) or
8 files a motion pursuant to Civil Procedure Code section 663, Defendant, and their respective
9 counsel hereby waive, except as provided for in this Agreement or prohibited by law, any and all
10 rights to appeal from the Judgment, including all rights to any post-judgment proceeding and
11 appellate proceeding, such as a motion to vacate judgment, a motion for new trial, any
12 extraordinary writ, and any appeal, and the Judgment therefore will become non-appealable at
13 the time it is entered. The waiver of appeal does not include any waiver of the right to oppose
14 any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the
15 Judgment, the time for consummation of the Settlement (including making any payments under
16 the Settlement) will be suspended until the appeal is fully and finally resolved and the Judgment,
17 consistent with the terms of this Agreement, becomes Final.

18 **H. Vacating, Reversal, or Material Modification of Judgment on Appeal or**
19 **Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other
20 motion, petition, writ, application, or appeal, the reviewing court vacates, reverses, or modifies
21 the Judgment such that there is a material modification to the Settlement, and that court's decision
22 is not completely reversed and the Judgment is not fully affirmed on review by a higher court,
23 then either Plaintiff or Defendant will have the unilateral right to void the Settlement, which the
24 Party must do by giving written notice to the other Parties, the reviewing court, and the Court,
25 not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or
26 materially modifying the Judgment becomes final. The Party exercising its right to unilaterally
27 void the Settlement pursuant to this provision agrees to pay any fees owing to the Settlement
28 Administrator for services rendered. An order vacating, reversing or modifying the Court's award
of the Class Representative Payment, or the Class Counsel Fees Payment and/or Class Counsel
Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of
the Judgment within the meaning of this paragraph, and shall not render the Settlement voidable.



1 **I. Establishment of Settlement Account.** The Settlement Administrator shall
2 establish a Settlement Account for distributing Settlement Shares and Payments identified in this
3 Agreement. Within ten (10) business days after the Judgment becomes Final, Defendant shall
4 pay the Gross Settlement Amount into the Settlement Account.

5 **J. Payment of Settlement Shares.** The Settlement Administrator shall pay
6 Settlement Shares, from the Settlement Account, to all Class Members (who do not submit valid
7 requests to be excluded from the Action). The Settlement Administrator shall pay each Settlement
8 Share by sending a check in the appropriate amount to the Class Member at the address indicated
9 in the list of Class Member names and addresses provided by Defendant, or as subsequently
10 determined by the Settlement Administrator to be the correct address.

11 **K. Uncashed Settlement Share Checks.** Any check issued by the Settlement
12 Administrator to Class Members who do not timely and validly opt out shall be negotiable for
13 one hundred and eighty (180) calendar days. Those funds represented by checks returned as
14 undeliverable and those checks remaining un-cashed for more than 180 days after issuance
15 (collectively, “Voided Settlement Checks”), plus any interest that has accrued on those funds,
16 will be paid to the Legal Aid at Work (“LAAW”), formerly the Legal Aid Society – Employment
17 Law Center, in accordance with Code of Civil Procedure §384.

18 **L.** The Settlement Administrator will mail or wire all required payments no later than
19 fourteen (14) calendar days after receipt of the funds representing the Gross Settlement Amount
20 from Defendant. Proof of payment will be filed with the Court.

21 **M. Final Report by Settlement Administrator to Court.** Within ten (10) calendar
22 days after final disbursement of all funds from the Settlement Account, the Settlement
23 Administrator will serve on the Parties for filing with the Court a declaration providing a final
24 summary report on the disbursements of all funds from the Settlement Account.

25 **V. RELEASE OF CLAIMS**

26 **A. Plaintiff and Class Members.** As of the date of the Judgment, Plaintiff, the Class,
27 and each Class Member who has not properly submitted a timely and valid request to be excluded
28 from the Action, regardless of whether that Class Member objected to the Settlement, and without
the need to manually sign a release document, in exchange for the consideration recited in this
Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future
heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and



1 finally release AAMP of Florida, Inc., and each of its parents, predecessors, successors,
2 subsidiaries, affiliates, partners, and trusts, and all of its employees, officers, agents, attorneys,
3 stockholders, members, managers, general and limited partners, owners, employee benefit plans,
4 plan administrators, heirs, administrators, fiduciaries, other service providers, and assigns
5 (collectively hereinafter the “Releasees”), from any and all claims, demands, rights, liabilities,
6 and causes of action of any kind whatsoever, that have been, or could have been, asserted against
7 the Releasees based on the facts alleged at any point in time in this Action during the Class Period
8 (the “Released Claims”). The Released Claims expressly include, without limitation, all such
9 claims for unpaid wages, including overtime wages, off-the-clock claims, minimum wage claims,
10 claims for failure to timely pay wages, both during employment and after termination of
11 employment, claims for failure to keep accurate and complete payroll records, claims for failure
12 to provide accurate and complete wage statements, claims for missed meal periods, rest breaks,
13 wage premiums, penalties, and interest; related penalties, including, but not limited to,
14 recordkeeping penalties, wage statement penalties, minimum-wage penalties, missed meal-
15 period and rest-break penalties, waiting-time penalties, penalties under the Private Attorneys
16 General Act; premiums or costs and attorneys’ fees and expenses, and any claim arising from the
17 claims described above under applicable state, local or territorial law; all such claims arising
18 under the California Labor Code (including, but not limited to, sections 201-204, 210, 226, 226.3,
19 226.7, 227.3, 510, 512, 558, 1174, 1182.12, 1194-1194.2, 1197, 1197.1, and 1198); the wage
20 orders of the California Industrial Welfare Commission (including Wage Order 7); the Labor
21 Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*; and
22 California Business and Professions Code section 17200 *et seq.*

21 **B. Class Counsel.** As of the date the Judgment becomes Final, and except as
22 otherwise provided by this Agreement, Class Counsel and any counsel associated with Class
23 Counsel (The Spivak Law Firm), including without limitation David G. Spivak, Esq., waive any
24 claim to costs and attorneys’ fees and expenses against Defendant or the Releasees arising from
25 or related to the Action, except those incurred to enforce this Agreement and collect the
26 Judgment, including but not limited to claims based on the California Labor Code, the California
27 Civil Code, the California Code of Civil Procedure, the Fair Labor and Standards Act, or any
28 other statute or law (the “Class Counsel Released Claims”).



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1 **VI. NON-PUBLICITY PROVISION**

2 The Parties and their counsel agree that they will not issue any press releases, initiate any
3 contact with the press, respond to any press inquiry, or have any communication with the press
4 about the fact, amount, or terms of the Settlement. In addition, the Parties and their counsel agree
5 that they will not engage in any advertising or distribute any marketing materials relating to the
6 Settlement of this case in any manner that identifies the Defendant, including but not limited to
7 any postings on any websites maintained by Class Counsel. Neither Plaintiff nor Class Counsel
8 will discuss the terms or the fact of the Settlement with third parties other than (1) their immediate
9 family members, (2) their respective accountants or lawyers as necessary for tax purposes; or (3)
10 other Class Members. Plaintiff and Class Counsel agree not to publish any of the terms or
11 conditions of this Settlement in any manner that identifies the Defendant. However, Class
12 Counsel may identify this Settlement in other matters to demonstrate their adequacy as counsel
13 in such other matters.

14 **VII. MISCELLANEOUS TERMS**

15 **A. No Effect on Other Benefits.** The Settlement Shares will not result in any
16 additional employee benefit payments (such as pension, ERISA, 401(k), vacation, or bonus) and
17 shall not have any effect on the eligibility for, or calculation of, any employee benefit. Plaintiff
18 and Class Members will be deemed to have waived all such claims, whether known or unknown
19 by them, as part of their release of claims under this Agreement.

20 **B. No Admission of Liability.** Defendant denies that it has engaged in any unlawful
21 activity, has failed to comply with the law in any respect, or has any liability to anyone under the
22 claims asserted in the Action. This Agreement is entered into solely for the purpose of
23 compromising highly disputed claims. Nothing in this Agreement is intended or will be construed
24 as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiff that any of
25 his claims was non-meritorious or any defense asserted by Defendant was meritorious. This
26 Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have
27 no bearing on, and will not be admissible in connection with, any litigation (other than solely in
28 connection with the Settlement).

C. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or



1 admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to
2 Defendant or any other Releasees, including, but not limited to, evidence of a presumption,
3 concession, indication or admission by any of the Releasees of any liability, fault, wrongdoing,
4 omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any
5 of the Releasees, in any further proceeding in the Action, or any other civil, criminal or
6 administrative action or proceeding except for purposes of effectuating the Settlement pursuant
7 to this Agreement.

8 **D. Integrated Agreement.** After this Agreement is signed and delivered by all
9 Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement
10 between the Parties relating to the Settlement, and it will then be deemed that no oral
11 representations, warranties, covenants, or inducements have been made to any Party concerning
12 this Agreement or its exhibits other than the representations, warranties, covenants, and
13 inducements expressly stated in this Agreement and its exhibits.

14 **E. Attorney Authorization.** Class Counsel and Defense Counsel warrant and
15 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
16 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
17 its terms, and to execute any other documents required to effectuate the terms of this Agreement.
18 The Parties and their counsel will cooperate with each other and use their best efforts to effect
19 the implementation of the Settlement. In the event the Parties are unable to reach agreement on
20 the form or content of any document needed to implement the Agreement, or on any supplemental
21 provisions that may become necessary to effectuate the terms of this Agreement, the Parties will
22 seek the assistance of the Court, and in all cases, all such documents, supplemental provisions
23 and assistance of the court will be consistent with this Agreement.

24 **F. Modification of Agreement.** This Agreement, and all parts of it, may be
25 amended, modified, changed, or waived only by an express written instrument signed by all
26 Parties or their successors-in-interest.

27 **G. Agreement Binding on Successors.** This Agreement will be binding upon, and
28 inure to the benefit of, the successors of each of the Parties.

H. Applicable Law. All terms and conditions of this Agreement and its exhibits will
be governed by and interpreted according to the laws of the State of California, without giving
effect to any conflict of law principles or choice of law principles.



1 **I. Cooperation in Drafting.** The Parties have cooperated in the drafting and
2 preparation of this Agreement. This Agreement will not be construed against any Party on the
3 basis that the Party was the drafter or participated in the drafting.

4 **J. Fair Settlement.** The Parties and their respective counsel believe and warrant that
5 this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived
6 at this Agreement through arms-length negotiations, considering all relevant factors, current and
7 potential.

8 **K. Headings.** The descriptive heading of any section or paragraph of this Agreement
9 is inserted for convenience of reference only and does not constitute a part of this Agreement.

10 **L. Notice.** All notices, demands or other communications given under this
11 Agreement will be in writing and deemed to have been duly given as of the third business day
12 after mailing by United States mail, addressed as follows:

13 *To Class Counsel:*

14 David G. Spivak, Esq.
15 The Spivak Law Firm
16 16530 Ventura Blvd, Ste. 203
17 Encino, CA 91436

18 *To Defense Counsel:*

19 Lawrence Campitiello, Esq.
20 Madeline Cahill, Esq.
21 Cahill & Campitiello LLP
22 5740 Fleet St., Ste 140
23 Carlsbad, CA 92008

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M. Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be presumptive evidence of execution of the original, which shall be produced on reasonable request. Any executed counterpart will be admissible to prove the existence and contents of this Agreement.

Dated: 9/17, 2019

THE SPIVAK LAW FIRM
By: [Signature]
DAVID SPIVAK
Attorney for Plaintiff, DAMIEN COX, and
all others similarly situated

Dated: 9-17-, 2019

CAHILL & CAMPITIELLO LLP
By: [Signature]
LAWRENCE CAMPITIELLO
MADELINE CAHILL
Attorneys for Defendant, AAMP OF
FLORIDA, INC.

PLAINTIFF

Dated: _____, 2019

By: _____
DAMIEN COX

ON BEHALF OF DEFENDANTS

Dated: 9/17, 2019

By: [Signature]
STEVEN VERANO

Its: Chief Financial Officer and
Representative

With the authorization of Defendant
AAMP OF FLORIDA, INC.

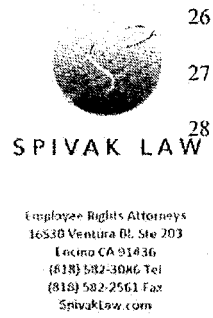


EXHIBIT A

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**IN THE SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DAMIEN COX,

Plaintiff(s),

vs.

AAMP OF FLORIDA, INC.

Defendant.

Case No. BC678015

Hon. Daniel J. Buckley

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

I. WHY DID I GET THIS NOTICE?

The records of AAMP of Florida, Inc. (“AAMP of Florida”) indicate that you were employed by AAMP of Florida in California at some time between October 2, 2013 and February 1, 2019 (the “Class Period”) as a current or former nonexempt hourly employees. This Notice explains that for settlement purposes only, the Court has granted preliminary approval of this class action settlement that may affect you. You have legal rights and options that you may exercise at this time.

II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

Plaintiff, a former hourly employee who worked for AAMP of Florida, filed a class action lawsuit on behalf of himself and similar employees claiming that AAMP of Florida violated California labor laws by: (1) failing to provide meal periods and rest periods or compensation in lieu thereof; (2) failing to pay all wages for all hours worked, including minimum, regular, overtime and doubletime wages; (3) failing to timely pay wages owed upon termination of employment; and (4) failing to provide accurate and itemized wage statements.

AAMP of Florida denies any wrongdoing, denies Plaintiff’s allegations, and contends it was in full compliance with all California labor laws.

The Court has not ruled on whether Plaintiff’s allegations have any merit. However, for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and AAMP of Florida have negotiated a settlement whereby AAMP of Florida has agreed to pay Six Hundred and Fifty Thousand Dollars and Zero Cents (\$650,000.00) to resolve all of the class claims listed above. The Settlement is not an admission by AAMP of Florida of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

The Class consists of all of AAMP of Florida’s current and former nonexempt hourly employees (collectively “Class Members”) who worked anytime during the Class Period in California.

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

A. AAMP of Florida will pay \$650,000.00, plus its employer-side payroll taxes, to settle the claims. The Private Attorneys General Act (“PAGA”) cause of action was settled for \$5,000, of which, 75% (\$3,750) will go



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1 to the California Labor and Workforce Development Agency (“LWDA”) and 25% (\$1,250) will be distributed among
2 the Class Members. A Settlement Administrator has been appointed to administer the settlement. The Settlement
3 Administrator will pay from the \$650,000: (1) costs of administering the claims up to \$10,000.00; (2) attorneys’ fees
up to \$216,666.66 plus documented costs up to \$20,000; (3) an enhancement not to exceed \$15,000 to Plaintiff for his
work on the class claims; and (4) \$3,750 to the LWDA.

4 B. Your individual share will be based on the number of workweeks you worked for AAMP of Florida
5 during the Class Period. The amount of money you receive will be based on the size of your share in comparison to
6 the size of all Class Members’ shares combined. The Settlement Administrator will assign to each Class Member a
“Settlement Ratio,” which will be a fractional number comprised of (a) the number of workweeks that Class Member
7 worked for AAMP of Florida during the Class Period as the numerator, and (b) the aggregate total number of
workweeks that all Class Members worked during the Class Period as the denominator. The Settlement Administrator
will assign to each Class Member the “Settlement Share” which will be calculated by multiplying that Class Member’s
Settlement Ratio by amount allocated to Class Members from the net settlement amount.

8 C. If you do not exclude yourself from the settlement (according to the procedures explained below),
9 you will release AAMP of Florida and its parents, future parents, predecessors, successors, subsidiaries, affiliates,
10 partners, assigns, and trusts, and all of its employees, officers, agents, attorneys, stockholders, fiduciaries, other service
providers, and assigns (“Releasees”) as follows:

11 As of the date of the Judgment, Plaintiff, the Class, and each Class Member who has not properly
12 submitted a timely and valid request to be excluded from the Action, regardless of whether that
Class Member objected to the Settlement, and without the need to manually sign a release document,
13 in exchange for the consideration recited in this Agreement, on behalf of himself or herself and on
behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and
14 assigns, shall and does hereby fully and finally release AAMP of Florida, Inc., and each of its
parents, predecessors, successors, subsidiaries, affiliates, partners, and trusts, and all of its
15 employees, officers, agents, attorneys, stockholders, fiduciaries, other service providers, and assigns
(collectively hereinafter the “Releasees”), from any and all claims, demands, rights, liabilities, and
16 causes of action of any kind whatsoever, that have been, or could have been, asserted against the
Releasees based on the facts alleged at any point in time in this Action during the Class Period (the
17 “Released Claims”). The Released Claims expressly include, without limitation, all such claims for
unpaid wages, including overtime wages, off-the-clock claims, minimum wage claims, claims for
18 failure to timely pay wages, both during employment and after termination of employment, claims
for failure to keep accurate and complete payroll records, claims for failure to provide accurate and
19 complete wage statements, claims for missed meal periods, rest breaks, wage premiums, penalties,
and interest; related penalties, including, but not limited to, recordkeeping penalties, wage statement
20 penalties, minimum-wage penalties, missed meal-period and rest-break penalties, waiting-time
penalties, penalties under the Private Attorneys General Act; premiums or costs and attorneys’ fees
21 and expenses, and any claim arising from the claims described above under applicable state, local
or territorial law; all such claims arising under the California Labor Code (including, but not limited
22 to, sections 201-204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1182.12, 1194-1194.2,
1197, 1197.1, and 1198); the wage orders of the California Industrial Welfare Commission
23 (including Wage Order 7); the Labor Code Private Attorneys General Act of 2004, California Labor
Code section 2698, *et seq.*; and California Business and Professions Code section 17200 *et seq.*

24 **V. WHAT ARE MY OPTIONS?**

25 A. **You may accept your share of the \$650,000 settlement.** You will be deemed to have accepted
26 your share of the \$650,000 settlement if you do not submit a timely and valid request to be excluded from the
settlement as described in this Notice. In accepting your settlement share, you will waive all “Released Claims” as
27 described above.

28 B. **You may accept your share of the \$650,000.00 settlement but dispute the number of your
workweeks.** If you do not agree with the number of workweeks on this Class Notice, you should provide the corrected



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1 information to the Settlement Administrator. Write down all dates that you worked or the number of workweeks you
2 worked during the Class Period. Send in any documents to support your position by mail to the Settlement
3 Administrator, CPT Group, Inc., at the following address: 50 Corporate Park, Irvine, California 92606, or by calling
4 (800) 542-0900. The Settlement Administrator will read the documents both you and AAMP of Florida provide and
5 make the final determination of the amount of your settlement award. Your supporting documentation must be
6 postmarked by <<date>> to be valid. Once the dispute is resolved by the Settlement Administrator, and if the
7 settlement is finally approved by the Court, you will be sent a check for your Settlement Share and you will have
8 released all “Released Claims” as described above.

9 **C. You may exclude yourself from the class action settlement.** If you exclude yourself from the
10 class action settlement, you will no longer be a member of the Class so you will not receive any class action settlement
11 money and you will not be bound by the class settlement Release. To be excluded from the class action settlement,
12 you must send by mail, postmarked by <<date>>, a written letter requesting that you be excluded from the class action
13 with your name, address, telephone number, and signature to the Settlement Administrator, CPT Group, Inc., at the
14 following address: 50 Corporate Park, Irvine, California 92606, or by calling (800) 542-0900.

15 **D. You may object to the settlement.** If you want to object to the settlement because you find it unfair,
16 unreasonable, or inadequate, you may do so according to the procedures set forth below in paragraph X below. By
17 objecting, you are not excluding yourself from the settlement. To do so, you should follow the procedures below. If
18 the Court approves the settlement despite your objection, and you do not submit a timely request to be excluded from
19 the settlement, you will be sent a check for your settlement share and you will be bound by the Release described
20 above. The Court will consider the merits of all timely objections, whether or not the objector appears at the final
21 fairness hearing.

22 **VI. WHAT IS MY ESTIMATED SHARE?**

23 Your *estimated* share is [insert estimated share]. This amount was calculated based on AAMP of Florida’s
24 records, which show that you worked approximately [insert class member workweeks] workweeks. This amount is an
25 estimate. The actual amount you receive may be more or less than the estimated amount shown, depending on a
26 number of factors including whether other Class Members request exclusion from the settlement and how much the
27 Court approves in attorneys’ fees, litigation expenses, and other costs.

28 **VII. WHAT ARE THE PROCEDURES FOR PAYMENT?**

A. The Settlement Administrator will calculate your share of the \$650,000 settlement and issue you a
check for your settlement share.

B. The settlement shares are allocated one third to wages (for which employment taxes will be deducted
and W-2s issued) and one third to interest and one third to penalties (for which 1099s will be issued).

C. You will have one hundred and eighty (180) calendar days from the date of the check's issuance to
cash your settlement check. After the expiration of the 180-day period, any amounts from settlement checks that
remain uncashed and otherwise unclaimed, plus any interest that has accrued on those funds, will be paid to the **Legal
Aid at Work (“LAAW”)**, formerly the **Legal Aid Society – Employment Law Center**, in accordance with Code of
Civil Procedure §384.

D. It is important for the parties to have your current address in order to be able to send you other
mailings regarding this case. You should contact the Settlement Administrator to report any change of your address
after you receive this Notice. Failure to report a change of address may result in you not receiving money from the
settlement.

VIII. HEARING ON PROPOSED SETTLEMENT

A final fairness hearing will be held by the Court at [time] on [date], in the **Superior Court for the County
of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA, 90012, Dept. 1 (Judge**



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1 **Daniel J. Buckley**), to decide whether or not the proposed settlement is fair, reasonable and adequate. You do not
2 have to attend the hearing. Class Counsel will answer any questions the Judge may have. But, you are welcome to
3 come at your own expense.

3 **IX. PROCEDURES FOR EXCLUSION FROM SETTLEMENT**

4 If you wish to exclude yourself from the settlement, and any payment of amounts under the Agreement, as
5 described above, you must mail a letter to the Settlement Administrator stating that you want to be excluded from the
6 settlement. This letter must include your name, address, telephone number, and signature on or before 60 days from
7 the mailing of this Notice. The objection must be mailed to the Settlement Administrator as follows:

6 *To Settlement Administrator:*

7 *Cox v. AAMP of Florida*
8 Settlement Administrator
9 c/o CPT Group, Inc.
10 50 Corporate Park
11 Irvine, CA 92606

11 **X. PROCEDURES FOR OBJECTING TO SETTLEMENT**

12 If you wish to object to the settlement as described above, you are strongly encouraged to do two things: (1)
13 submit an objection in writing to the Settlement Administrator stating why you object to the settlement on or before
14 60 days from the mailing of this Notice; and (2) formally intervene into the court action as an aggrieved party by filing
15 separate paperwork with the Court through your own independent legal counsel or as a *pro per*.

14 The written objection should be mailed to the Settlement Administrator as follows:

15 *To Settlement Administrator*

16 *Cox v. AAMP of Florida*
17 Settlement Administrator
18 c/o CPT Group, Inc.
19 50 Corporate Park
20 Irvine, CA 92606

20 The written objection must state your full name, address, and the dates of your employment with AAMP of
21 Florida. The written objection must state the basis for each specific objection and any legal support in clear and concise
22 terms. The written objection also should state whether you or your lawyer plan to formally intervene in the action and
23 intend to appear and object at the Final Approval Hearing. Class Counsel will file any objections received with the
24 Court within 5 business days of receipt. Objectors will be provided with the opportunity to speak at the final approval
25 hearing regardless of whether they have filed an appearance or submitted a written opposition beforehand.

24 **If you do not timely object to the settlement and also formally intervene into the court action as set
25 forth above, you may waive your right and standing to appeal the class settlement judgment that ultimately is
26 entered by the Court over your objections.** If you send an objection and/or formally intervene in the action, you
27 may come to Court and be heard, but you do not have to come to Court to talk about it. As long as you mail your
28 written objection on time, the Court will consider it. You may also pay your own lawyer to attend the Final Approval
Hearing. The Court will also provide objectors the opportunity to speak at the final approval hearing regardless of
whether they have filed an appearance or submitted a written opposition beforehand.



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1 **XI. EXAMINATION OF COURT PAPERS AND INQUIRIES**

2 This Notice summarizes the class action settlement. To obtain additional information regarding the settlement
3 you may: (1) call the Settlement Administrator at (800) 542-0900; (2) inspect the complete court file at maintained by
4 the Clerk of the Superior Court for the County of Los Angeles, Spring Street Courthouse, 312 N. Spring Street, Los
5 Angeles, CA, 90012, Department 1

6 (Judge Daniel J. Buckley); (3) or access the court file via the Los Angeles Superior Court's web site
7 (information about filed civil cases can be found on the Court's general website at <https://www.lacourt.org/>).

8 If you have any questions or comments regarding this Notice, the claims asserted in this class action and/or
9 your rights regarding the settlement, you may contact any of the attorneys for the Class listed below. You will not be
10 charged for speaking with these lawyers. If you want to be represented by your own lawyer, you may hire one at your
11 own expense. The attorneys approved by the Court to represent the class of employees are:

12 David G. Spivak, Esq.
13 The Spivak Law Firm
14 16530 Ventura Blvd., Suite 203
15 Encino, CA 91436
16 Toll Free: (877) 203-9010
17 Fax: (818) 582-2561
18 David@MyWorkMyWages.com

19 The Settlement Agreement and, ultimately, the order giving final approval to the Settlement will be posted on the
20 Settlement Administrator's website at www.spivaklaw.com/



21 **SPIVAK LAW**

22 Employee Rights Attorneys
23 16530 Ventura Bl. Ste 203
24 Encino CA 91436
25 (818) 582-3086 Tel
26 (818) 582-2561 Fax
27 SpivakLaw.com

1 DAVID G. SPIVAK (SBN 179684)

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5 Telephone (818) 582-3086
6 Facsimile (818) 582-2561

7 Attorneys for Plaintiff,
8 DAMIEN COX, and all others similarly situated

9 (Additional Counsel on Following Page)

10 **IN THE SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 DAMIEN COX, on behalf of himself and all
13 others similarly situated, and as an “aggrieved
14 employee” on behalf of other “aggrieved
15 employees” under the Labor Code Private
16 Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 AAMP OF FLORIDA, INC., a Florida
20 corporation; and DOES 1 through 50,
21 inclusive,

22 *Defendants.*

Case No.: BC678015

[PROPOSED] ORDER
PRELIMINARILY APPROVING CLASS
ACTION SETTLEMENT

Action filed: October 2, 2017

Dept. SSC-1, Hon. Daniel
J. Buckley



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ATTORNEYS FOR DEFENDANT

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MADELINE CAHILL (SBN 116235)

mcahill@cahillcampitiello.com

CAHILL & CAMPITIELLO LLP

5740 Fleet St., Ste 140

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Telephone (442) 777-5700

Attorneys for Defendant,
AAMP OF FLORIDA, INC.



SPIVAK LAW

Employee Rights Attorneys
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SpivakLaw.com

1 Plaintiff Damien Cox'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 Daniel J. Buckley presiding. The Court having considered the Motion, the Joint
4 Stipulation of Class Action Settlement and Release of Claims ("Settlement" or "Settlement
5 Agreement"), and supporting papers, HEREBY ORDERS THE FOLLOWING:

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

16 2. For purposes of this Preliminary Approval Order, the "Settlement Class" means
17 all persons who are currently employed, or formerly have been employed, by AAMP of Florida,
18 Inc., a Florida corporation ("Defendant" or "AAMP of Florida") as current and former
19 nonexempt hourly employees (collectively "Class Members"), who worked in California
20 anytime during the Class Period. The "Class Period" shall mean the period of time from October
21 2, 2013, through February 1, 2019. Defendant estimates that as of February 1, 2019, there were
22 61 potential Settlement Class Members. The "Effective Date" means the date by which this
23 Agreement is approved by the Court by entry of the Judgment and the Judgment becomes Final.
24 The Judgment becomes "Final" when the later of the following events occurs: (1) the period for
25 filing any appeal, writ, or other appellate proceeding opposing the Settlement has elapsed
26 without any appeal, writ, or other appellate proceeding having been filed; (2) any appeal, writ,
27 or other appellate proceeding opposing the Settlement has been dismissed finally and
28 conclusively with no right by any appellant or objector to pursue further remedies or relief; or
29 (3) any appeal, writ, or other appellate proceeding has upheld the Judgment with no right by any
30 appellant or objector to pursue further remedies or relief. In this regard, the Settlement shall not
31 become effective until the Court's Judgment granting final approval of the Settlement is

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

4 3. This action is provisionally certified pursuant to section 382 of the California
5 Code of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action
6 for 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
8 serious, informed, non-collusive negotiations conducted at arm's length by the Parties. In
9 making this preliminary finding, the Court considered the nature of the claims set forth in the
10 pleadings, the amounts and kinds of benefits which shall be paid pursuant to the Settlement, the
11 allocation of Settlement proceeds to the Settlement Class, and the fact that the Settlement
12 represents a compromise of the Parties' respective positions. The Court further preliminarily
13 finds that the terms of the Settlement have no obvious deficiencies and do not improperly grant
14 preferential treatment to any individual Class Member. Accordingly, the Court preliminarily
15 finds that the 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
19 entitled thereto, and directs the mailing of the Class Notice by first class mail to the Settlement
20 Class as set forth in the Settlement. Accordingly, the Court orders the following implementation
21 schedule for further proceedings:

- 22 a. By _____, Defendant shall provide CPT Group, Inc., the
23 appointed Settlement Administrator, with: (a) An electronic database of all
24 Class Members, last known mailing address, Social Security number and
25 Defendant's employee identification number ("Class Members' Data"); (b)
26 Corresponding to each Class Member's name, Defendant shall provide a
27 figure indicating the total number of Work Weeks during the Class Period in
28 which that Class Member was employed by Defendant. That number of Work
Weeks shall be referred to as that Class Member's "Individual Work Weeks;"
(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

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

6 b. **Mailing of Class Notice.** By _____, approximately
7 fourteen (14) days after receiving the Class Members' Data, or as soon
8 thereafter as it can do so, the Settlement Administrator will mail the Class
9 Notice to all identified Class Members via first-class U.S. mail using the
10 mailing address information provided by Defendant, unless modified by any
11 updated address information that the Settlement Administrator obtains in the
12 course of administration of the 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
15 (10) 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
18 and otherwise work with Defendant's Counsel and Class Counsel to find a
19 more current address. The Settlement Administrator will be responsible for
20 taking reasonable steps, consistent with its agreed-upon job parameters, court
21 orders, and fee, to trace the mailing address of any Class Member for whom
22 a Class Notice is returned as undeliverable by the U.S. Postal Service. These
23 reasonable steps shall include the tracking of all undelivered mail;
24 performing address searches for all mail returned without a forwarding
25 address; and promptly re-mailing to Class Members for whom new addresses
26 are found. If the Class Notice is re-mailed, the Settlement Administrator will
27 note for its own records and notify Class Counsel and Defendant's Counsel
28 of the date and 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)

1 court days prior to the Final Approval Hearing, the Settlement Administrator
2 will provide the Parties for filing with the Court a declaration of due diligence
3 setting forth its compliance with its obligations under this Agreement. Prior
4 to the Final Approval Hearing, the Settlement Administrator will supplement
5 its declaration of due diligence if any material changes occur from the date
6 of the 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
14 to be excluded from this Action. This letter must include the Class
15 Member's name, address, telephone number, and signature. To be
16 valid and timely, the request to be excluded must be postmarked by
17 the date specified in the Class Notice (_____, or sixty (60)
18 days from the initial mailing of the Class Notice by the Settlement
19 Administrator). A Class Member who properly submits a valid and
20 timely request to be excluded from the Action shall not receive any
21 payment of any kind in connection with this Agreement or this
22 Action, shall not be bound by or receive any benefit of this
23 Agreement, and shall have no standing to object to the Settlement. A
24 request for exclusion must be mailed to the Settlement Administrator
25 at the address provided on the Class Notice. The Settlement
26 Administrator shall transmit the request for exclusion to counsel for
27 the Parties as follows:

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To Class Counsel:

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

To Defense Counsel:

Lawrence Campitiello, Esq.
Madeline Cahill, Esq.
5740 Fleet St., Ste 140
Carlsbad, CA 92008

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 by _____, or sixty (60) days after the Settlement Administrator mails the Class Notice, 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:

Lawrence Campitiello, Esq.
Madeline Cahill, Esq.
Cahill & Campitiello LLP
5740 Fleet St., Ste 140
Carlsbad, CA 92008

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

1 whether they have filed an appearance or submitted a written
2 opposition beforehand.

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

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

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

13 7. The Court approves, for settlement purposes only, David Spivak of The Spivak
14 Law Firm as Class Counsel.

15 8. The Court approves, for settlement purposes only, Damien Cox as the Class
16 Representative.

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

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

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

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

24 13. A Final Approval Hearing shall be held on _____ at _____ **.m.** in
25 Department 1 of the Superior Court for the State of California, County of Los Angeles, located
26 at 312 North Spring Street, Los Angeles, California to consider the fairness, adequacy and
27 reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval
28 Order, and to consider the application of Class Counsel for attorneys' fees and costs and the
Class Representative Payment to the Class Representative. The notice of motion and all briefs
and materials in support of the motion for final approval of class action settlement

///

1 and motion for attorneys' fees and litigation costs shall be served and filed with this Court on or
2 before _____.

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

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

12 **IT IS SO ORDERED.**

13 _____
14 **DATE**

_____ **HONORABLE DANIEL J. BUCKLEY,**
JUDGE OF THE SUPERIOR COURT

1 DAVID G. SPIVAK (SBN 179684)

2 david@spivaklaw.com

3 THE SPIVAK LAW FIRM

4 16530 Ventura Blvd., Ste. 203

5 Encino, CA 91436

6 Telephone (818) 582-3086

7 Facsimile (818) 582-2561

8 Attorneys for Plaintiff,
9 DAMIEN COX, and all others similarly situated

10 (Additional Counsel on Following Page)

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**
13 **(UNLIMITED JURISDICTION)**

14 DAMIEN COX, on behalf of himself and all
15 others similarly situated, and as an “aggrieved
16 employee” on behalf of other “aggrieved
17 employees” under the Labor Code Private
18 Attorneys General Act of 2004,

19 *Plaintiff(s),*

20 vs.

21 AAMP OF FLORIDA, INC., a Florida
22 corporation; and DOES 1 through 50,
23 inclusive,

24 *Defendants.*

Case No.: BC678015

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
SETTLEMENT**

Hearing Dept.: SSC-1, Hon. Daniel J.
Buckley

ATTORNEYS FOR DEFENDANT

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Telephone (442) 777-5700

Attorneys for Defendant,
AAMP OF FLORIDA, INC.

1 This matter came on for hearing on _____, 2019 at _____m. at 312 N.
2 Spring Street in Department 1 of the above-captioned court on Plaintiff's Motion for Final
3 Approval of a Class Action Settlement pursuant to California Rules of Court, Rule 3.769, as set
4 forth in the Settlement Agreement (the "Settlement") filed herewith which provides for a Gross
5 Settlement Amount ("GSA") of \$650,000 in compromise of all disputed claims on behalf of all
6 persons Defendant AAMP of Florida, Inc. ("AAMP of Florida" or "Defendant") employed in
7 California as hourly, non-exempt employees during the period of October 2, 2013 to February 1,
8 2019 ("Settlement Class Period"). All capitalized terms used herein shall have the same meaning
9 as defined in the Settlement.

10 In accordance with the Court's prior Order Granting Preliminary Approval of Class
11 Action Settlement, Class Members have been given notice of the terms of the Settlement and the
12 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
13 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
14 and the evidence and argument received by the Court in conjunction with the motions for
15 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
16 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
17 DETERMINATIONS¹:

18 1. The Court has jurisdiction over the subject matter of the Action and over all
19 Parties to the Action, including all Class Members. Pursuant to this Court's Order Granting
20 Preliminary Approval of Class Action Settlement of _____, the Class Notice was sent
21 to each Class Member by First Class U.S. mail. The Class Notice informed Class Members of
22 the terms of the Settlement, their right to receive their proportional share of the Settlement, their
23 right to request exclusion, their right to comment upon or object to the Settlement, and their right
24 to appear in person or by counsel at the final approval hearing and be heard regarding final
25 approval of the Settlement. Adequate periods of time were provided by each of these procedures.
26 No member of the Settlement Class presented written objections to the
27 ///

28 ¹ A true and correct copy of the Court's ruling on the Motion for Final Approval of Class
Action Settlement entered on _____ is attached hereto as **Exhibit A** and
incorporated by reference. A true and correct copy of the Court's Minute Order dated
_____, 2019 is attached hereto as **Exhibit B** and incorporated by reference.

1 proposed Settlement as part of this notice process, stated an intention to appear, or actually
2 appeared at the final approval hearing.

3 2. For purposes of this Final Order and Judgment, Class Members are all current and
4 former hourly non-exempt employees employed by Defendant within the State of California at
5 any time during the period of October 2, 2013 to February 1, 2019 (“Settlement Class Period”).

6 3. The Court finds and determines that the notice procedure afforded adequate
7 protections to Class Members and provides the basis for the Court to make an informed decision
8 regarding final approval of the Settlement based on the responses of Class Members. The Court
9 finds and determines that the notice provided in this case was the best notice practicable, which
10 satisfied the requirements of law and due process as to all persons entitled to such notice.

11 2. **Release by Plaintiff and Class Members.** As of the date of the Judgment,
12 Plaintiff, the Class, and each Class Member who has not properly submitted a timely and valid
13 request to be excluded from the Action, regardless of whether that Class Member objected to the
14 Settlement, and without the need to manually sign a release document, in exchange for the
15 consideration recited in this Agreement, on behalf of himself or herself and on behalf of his/her
16 current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall
17 and does hereby fully and finally release AAMP of Florida, Inc., and each of its parents,
18 predecessors, successors, subsidiaries, affiliates, partners, and trusts, and all of its employees,
19 officers, agents, attorneys, stockholders, members, managers, general and limited partners,
20 owners, employee benefit plans, plan administrators, heirs, administrators, fiduciaries, other
21 service providers, and assigns (collectively hereinafter the “Releasees”), from any and all claims,
22 demands, rights, liabilities, and causes of action of any kind whatsoever, that have been, or could
23 have been, asserted against the Releasees based on the facts alleged at any point in time in this
24 Action during the Class Period (the “Released Claims”). The Released Claims expressly include,
25 without limitation, all such claims for unpaid wages, including overtime wages, off-the-clock
26 claims, minimum wage claims, claims for failure to timely pay wages, both during employment
27 and after termination of employment, claims for failure to keep accurate and complete payroll
28 records, claims for failure to provide accurate and complete wage statements, claims for missed
meal periods, rest breaks, wage premiums, penalties, and interest; related penalties, including,
but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties,
missed meal-period and rest-break penalties, waiting-time penalties, penalties under the Private

1 Attorneys General Act; premiums or costs and attorneys' fees and expenses, and any claim
2 arising from the claims described above under applicable state, local or territorial law; all such
3 claims arising under the California Labor Code (including, but not limited to, sections 201-204,
4 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1182.12, 1194-1194.2, 1197, 1197.1, and
5 1198); the wage orders of the California Industrial Welfare Commission (including Wage Order
6 7); the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698,
7 *et seq.*; and California Business and Professions Code section 17200 *et seq.*

8 3. The Court further finds and determines that the terms of the Settlement are fair,
9 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
10 provisions of the Settlement, including the release of claims contained therein, should be and
11 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
12 according to its terms. As of the Effective Date of Settlement, and for the duration of the
13 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
14 Released Claims and are forever barred and enjoined from prosecuting the Released Claims
15 against the Releasees as fully set forth in the Settlement. No objections were received by the
16 Parties or the Court through the date of this Final Order and Judgment. The Court finds _____
17 Class Member(s)—_____—submitted a request for exclusion from the Settlement
18 as determined by the Settlement Administrator and therefore is/are not in the Settlement Class.

19 4. The Court finds and determines that (a) the Settlement Shares to be paid to
20 Participating Class Members and (b) the LWDA payment as civil penalties under the California
21 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
22 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
23 final approval to, and orders the payment of, those amounts be made to the Participating Class
24 Members and to the California Labor & Workforce Development Agency ("LWDA"), in
25 accordance with the terms of the Settlement.

26 5. The Court further grants final approval to and orders that the following payments
27 be made in accordance with the terms of the Settlement:

28 a. Class Counsel fees & costs of \$216,666.66 in attorneys' fees and
\$_____ in litigation costs to Class Counsel;

b. \$15,000 as a Class Representative Payment award payable to Plaintiff
Damien Cox for his service as a Class Representative;

1 c. \$10,000 in costs of the Settlement Administrator payable to
2 _____ for its services as the Settlement Administrator; and

3 d. Payment of \$3,750.00 (75% of the \$5,000.00 PAGA penalty) to the
4 LWDA.

5 7. The settlement shall proceed as directed in the Settlement, and no payments
6 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement.
7 Without affecting the finality of this Final Order and Judgment in any way, the Court retains
8 jurisdiction of all matters relating to the interpretation, administration, implementation,
9 effectuation and enforcement of this Final Order and Judgment and the Settlement pursuant to
10 California Rule of Court 3.769(h).

11 8. Within ten (10) calendar days of the Effective Date of Settlement, Defendant shall
12 deposit the Gross Settlement Amount in an account designated by the Settlement Administrator,
13 from which the Settlement Administrator will then pay: (i) the total amount of all Settlement
14 Shares to Participating Class Members, (ii) the Court approved Class Counsel fees & costs, (iii)
15 the Court-approved Class Representative Payment, (iv) the Court-approved costs of the
16 Settlement Administrator, and (v) the payment to the LWDA. Defendant shall also pay its share
17 of the employer-side payroll taxes.

18 9. Defendant's payment of the Gross Settlement Amount shall be the sole financial
19 obligation of Defendant under the Settlement, and shall be in full satisfaction of all claims
20 released herein, including, without limitation, all claims for wages, penalties, interest, attorneys'
21 fees, costs and expenses.

22 10. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
23 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
24 Share check. After the expiration of the 180-day period, on Defendant's behalf, the Settlement
25 Administrator shall remit any amounts from Voided Settlement Checks and otherwise unclaimed
26 funds (the "Residue"), plus any interest earned on the Residue to Legal
27 Aid at Work ("LAAW"), formerly the Legal Aid Society – Employment Law Center, hereafter
28 referred to as the "Cy Pres Recipient."

11. The Parties shall file a final accounting report by _____. A non-
appearance case review re submission of a final report is scheduled for _____ **at**

1 _____**.m.** at 312 N. Spring Street in Department 1 of the above-captioned court. The Parties
2 shall also prepare and file a stipulation and proposed order and proposed Amended Final Order
3 and Judgment by _____ which includes the amount of distribution of unpaid cash
4 Residue, and any accrued interest on that sum, and any other information required to be set forth
5 pursuant to Section 68520 of the Government Code, as incorporated into CCP Section 384.5. The
6 stipulation shall be signed by counsel for the class, defense counsel, and counsel for (or an
7 authorized representative of) the Cy Pres Recipient in accord with the proposed Amended Final
8 Order and Judgment. If there are objections by any party or non-party, class counsel shall
9 immediately notify the Court and the matter will be set for further hearing. Pursuant to Section
10 CCP 384.5, a conformed copy of the stipulation and order and Amended Final Order and
11 Judgment (once signed by the Court) shall be forwarded by Class Counsel to the Judicial Council.

12 12. Nothing in this Final Order and Judgment shall preclude any action to enforce the
13 Parties' obligations under the Settlement or hereunder, including the requirement that Defendant
14 deposit the Gross Settlement Amount for distribution by the Settlement Administrator to
15 Participating Class Members in accordance with the Settlement.

16 13. The Court hereby enters final judgment in this case in accordance with the terms
17 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this
18 Final Order and Judgment.

19 14. The Parties are hereby ordered to comply with the terms of the Settlement.

20 15. The Parties shall bear their own costs and attorneys' fees except as otherwise
21 provided by the Settlement and this Final Order and Judgment.

22 16. The Settlement is not an admission by Defendant nor is this Final Order and
23 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
24 Defendant. Furthermore, the Settlement is not a concession by Defendant and shall not be used
25 as an admission of any fault, omission, or wrongdoing by Defendant. Neither this Final Order
26 and Judgment, the Settlement, any document referred to herein, any exhibit to any document
27 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
28 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
admission or concession with regard to, the denials or defenses of Defendant, and shall not be
offered in evidence in any proceeding against the Parties hereto in any Court, administrative
agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this

1 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
2 and any other papers and records on file in the Action may be filed in this Court or in any other
3 litigation as evidence of the settlement by Defendant to support a defense of res judicata,
4 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
the Released Claims.

5 17. This document shall constitute a Judgment for purposes of California Rule of
6 Court 3.769(h).

7 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

8
9 DATED: _____

10 _____
11 HON. DANIEL J. BUCKLEY,
12 JUDGE OF THE SUPERIOR COURT
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