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

8 (Additional Counsel on Following Page)

9
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.*

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

OCT 2 2017

Sherri R. Carter, Executive Officer/Clerk

By: Stephanie Chung, Deputy

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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28 SPIVAK LAW

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ATTORNEYS FOR DEFENDANT

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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 Nov 25, 2019 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 Dec 9, 2019, 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)

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

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

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

i. **Request for Exclusion from Settlement.** A Class Member may request to be excluded from the effect of this Agreement, and any payment of amounts under this Agreement, by timely mailing a letter to the Settlement Administrator stating that the Class Member wants to be excluded from this Action. This letter must include the Class Member's name, address, telephone number, and signature. To be valid and timely, the request to be excluded must be postmarked by the date specified in the Class Notice (Feb 7, 2020, or sixty (60) days from the initial mailing of the Class Notice by the Settlement Administrator). A Class Member who properly submits a valid and timely request to be excluded from the Action shall not receive any payment of any kind in connection with this Agreement or this Action, shall not be bound by or receive any benefit of this Agreement, and shall have no standing to object to the Settlement. A request for exclusion must be mailed to the Settlement Administrator at the address provided on the Class Notice. The Settlement Administrator shall transmit the request for exclusion to counsel for the Parties as follows:

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To Class Counsel:

David G. Spivak, Esq.
The Spivak Law Firm
16530 Ventura Blvd, Ste. ~~3422~~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 Feb 7, 2020, 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. ~~3422~~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 April 15, 2020 at 10:30a.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
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and motion for attorneys' fees and litigation costs shall be served and filed with this Court on or before Mar 24, 2020.

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

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

IT IS SO ORDERED.

Oct 25, 2019
DATE

Daniel Buckley
HONORABLE DANIEL J. BUCKLEY,
JUDGE OF THE SUPERIOR COURT