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Superior Court of California
County of Los Angeles

SEP 17 2015

Sherri R. Carter, Executive Officer/Clerk
By: Roxanne Arraiga, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
CENTRAL DISTRICT- CENTRAL CIVIL WEST COURTHOUSE**

JOHN PATTERSON as an individual and on behalf of all similarly situated employees

Plaintiff.

v.

COOPER SERVICES, INC., a California corporation; S & S TOOLS & SUPPLY, INC.; and DOES 1 through 50, inclusive

Defendant.

Case No.: BC525387

Assigned for all purposes to Judge:
The Hon. Kenneth R. Freeman
Dept: 310

**AMENDED [REDACTED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT.**

Hearing Date: September 11, 2015
Time: 11:00 a.m.
Complaint Filed: October 23, 2013
Trial Date: None Set

1 On September 11, 2015, the Parties herein submitted a Motion for Preliminary Approval
2 of Class Action Settlement (the "Motion"). The Court has reviewed the Motion and the Joint
3 Stipulation of Class Action Settlement and General Release ("Settlement Agreement") along
4 with the proposed Notice of Class Action Settlement ("Notice"), Claim Form, and Exclusion
5 Form attached hereto as Exhibit A, pursuant to which Plaintiff JOHN PATTERSON ("Plaintiff,"
6 "Plaintiff Patterson," or "Class Representative"), individually and on behalf of the Settlement
7 Class for which he seeks to be the representative, have agreed to settle his claims against
8 Defendants COOPER SERVICES, INC., and S & S TOOLS & SUPPLY, INC. (hereinafter
9 "Defendants" or "CSI" and "S&S" respectively"). The Court having also considered the
10 Memorandum of Points and Authorities in support of the Motion and the declarations of counsel
11 submitted in support thereof, and for good cause appearing therein, the Court now FINDS and
12 ORDERS as follows:

- 13 1. The proposed Settlement Class satisfies the requirement of a class because the members
14 are readily ascertainable and a well defined community of interest exists in the questions
15 of law and fact affecting the Parties.
- 16 2. Pursuant to the Settlement, the certified class is defined as: " All non-exempt employees
17 who were or are employed by Cooper Services, Inc. and/or S&S Tools & Supply, Inc., in
18 the State of California at any time during the Covered Time Frame, which is October 23,
19 2009 through the date of Preliminary Approval of Class Action Settlement." The Court
20 hereby approves the class definition.
- 21 3. Pursuant to the Settlement, the certified sub-class is defined as: All non-exempt
22 employees who were or are employed by Cooper Services, Inc' and/or S&S Tools &
23 Supply, Inc., in the State of California at any time during the Covered Time Frame and
24 who worked a 9/80 and/or 4/10 work schedule during this time." The Court hereby
25 approves the sub-class definition.
- 26 4. The Settlement (including the proposed award of attorneys' fees, litigation costs, and
27 Enhancement Payment to the Class Representative) falls within the "range of
28 reasonableness" and therefore grants preliminary approval of the Settlement. Based on a

1 review of the papers submitted by the Parties, the Court finds that the Settlement is the
2 result of arms'-length negotiations conducted after Class Counsel had thoroughly and
3 adequately investigated the claims and became familiar with the strengths and
4 weaknesses of those claims. The assistance of an experienced mediator in the settlement
5 process supports the Court's conclusion that the Settlement is non collusive.

- 6 5. The proposed Notice, Claim Form, Exclusion Form and the procedures set forth in the
7 Settlement for providing notice to the Class will provide the best notice practicable,
8 satisfy all notice requirements, adequately advise Class Members of their rights under this
9 Settlement, and therefore meet the requirements of due process. The Notice of
10 Settlement ("Notice") fairly, plainly, accurately, and reasonably informs Class Members
11 of: (1) appropriate information about the nature of this Action, the definition of the Class,
12 the identity of Class Counsel, and the essential terms of the Settlement; (2) appropriate
13 information about Plaintiff and Class Counsel's forthcoming applications for the
14 enhancement payment to the Class Representative and the Class Counsel attorneys' fees
15 and litigation costs award; (3) appropriate information about how the proceeds of the
16 Settlement will be distributed, and about Class Members' rights to appear through
17 counsel if they desire; (4) appropriate information about how to object to the Settlement
18 or submit an Exclusion Request Form, if a Class Member wishes to do so; and (5)
19 appropriate instructions as to how to obtain additional information regarding this Action
20 and the Settlement. The proposed plan for mailing the Notice, Claim Form, and
21 Exclusion Form and, by first class mail to the most current mailing address information
22 from a National Change of Address Search (NCOA) based on the most current
23 information provided from Defendant's records is an appropriate method, reasonably
24 designed to reach all individuals who would be bound by the Settlement. If Notice forms
25 are returned because of incorrect addresses, the Claim Administrator shall use reasonable
26 practices to obtain more current address information for Class Members (such as utilizing
27 Class Members' Social Security numbers to search electronic address databases) and re
28 mail the Notice forms to any new address thus obtained. If new address information is

1 obtained by return mail, Claim Administrator shall promptly forward the Notice to the
2 addressee via first class regular U.S. Mail. On all such re-mails, the Claims
3 Administrator shall indicate on the Notice the date it was re mailed, and notify counsel
4 for Defendant and Plaintiff's attorneys of the date of each re mailing.

- 5 6. All Settlement Class Members, including both current and former employees of
6 Defendant, are required to submit Claim Forms to receive Individual Settlement Awards
7 based on the Individual Workweek calculation.
- 8 7. The Notice, Claim Form, and Exclusions Form (collectively, the "Notice Packet") and the
9 manner of distributing the Notice Packet are approved.
- 10 8. The Parties are ordered to carry out the Settlement according to its terms.
- 11 9. Plaintiff JOHN PATTERSON is appointed the Class Representative for the class. Kevin
12 Mahoney of Mahoney Law Group, APC is appointed Class Counsel.
- 13 10. The Court appoints Phoenix Settlement Administrator as the Claims Administrator.
14 Promptly following the entry of this Order, the Claims Administrator will prepare final
15 versions of the Notice Packets, incorporating into them the relevant dates and deadlines
16 set forth in this order.

17 **RELEVANT DATES AND DEADLINES**

- 18 11. On or before **September 25, 2015**, Defendant shall provide the Claims Administrator
19 with the following information that is within Defendant's possession for each Class
20 Member: (1) the Class Member's name, (2) last known address, (3) social security
21 number, and (4) each Class Member's dates of employment with Defendant during the
22 Class Period. This information shall be based on Defendant's payroll and other business
23 records and in a format readily accessible to Defendant. The data contained in the
24 Database shall remain confidential and shall not be disclosed to anyone, except to
25 applicable taxing authorities and as needed by the Claims Administrator to carry out the
26 reasonable efforts required by this Agreement, or pursuant to express written
27 authorization by Defendant or by order of the Court. The Claims Administrator shall be
28 authorized to use any reasonable practices to locate Class Members in order to provide

1 them with Notice Packets and/or Settlement Payments. Neither Class Counsel nor the
2 Claims Administrator may use the Database for any purpose other than to administer the
3 Settlement as provided in the Settlement.

4 12. On or before **October 9, 2015**, the Claims Administrator shall mail a copy of the Notice
5 to all Class Members by first class regular U.S. mail, using the most current mailing
6 address information possessed by Defendant. The Claims Administrator will engage in
7 address searches consistent with their normal practices in settlements of wage claims,
8 including skip tracing. Any returned envelopes from this mailing with forwarding
9 address will be utilized by the Claims Administrator to forward the Notice to the Class
10 Members.

11 13. Class Members will not receive an Individual Payment unless they submit a valid and
12 timely Claim Form.

13 14. Each Claim Form will list the total Individual Weeks Worked by the Class Members
14 during the Relevant Time Period. To the extent a Class Member disputes the information
15 listed on his or her Claim Form, the Class Member may produce evidence to the Claims
16 Administrator showing the number of weeks the Class Member contends to have worked
17 during the Class Period. Defendant's records will be presumed determinative, but the
18 Parties will meet and confer to evaluate the evidence submitted by the Class Member. If
19 the Parties cannot agree, the dispute will be submitted to the Claims Administrator whose
20 decision as to the proper number of Individual Work Weeks will be final and binding.

21 15. All claim forms must be submitted on or before **November 23, 2015**. In the event,
22 Notices are re-mailed to certain Class Members by the Claims Administrator, those Class
23 Members will have forty-five (45) calendar days from the second mailing to exclude
24 themselves from the Settlement, object to the Settlement, and submit Claim Forms. All
25 objections to the Settlement must be in writing and be served and filed with the Court on
26 or before **November 23, 2015** in accordance with the specific instruction set forth in
27 Section VII. (c) of the Notice, unless the Class Member received another Notice in a
28 second mailing. In the event a Class Member receives a second mailing of the Notice,

1 the Class Member will have forty-five (45) calendar days from the second mailing to
2 object to the Settlement. Pursuant thereto, all objections must be served on the Class
3 Counsel and Defendant's Counsel, and filed with the Claims Administrator on or before
4 **November 23, 2015**, or within forty-five (45) calendar days of the second mailing of the
5 Notice by the Claims Administrator, should the second mailing occur. The objection
6 must be in writing and contain his or her intent to object. A Class Member who fails to
7 file and serve a timely written statement of objection in the manner described above will
8 be deemed to have waived any objections and will be foreclosed from making any
9 objection (whether by appeal or otherwise) to the Settlement. Only Class Members who
10 have not excluded themselves from the Settlement (i.e. "opted-out") may file objections.
11 In the event more than Three (3%) of the Settlement Class opt out of the Settlement,
12 Defendant maintains the right to withdraw from the Settlement. The date of filing with
13 the Claims Administrator shall be the exclusive means for determining whether an
14 objection has been timely filed.

15 16. The Court will conduct a Final Approval Hearing on **January 12, 2016, at 3:00 p.m.**, to
16 determine: (1) whether the proposed Settlement is fair, reasonable, and adequate and
17 should be finally approved by the Court; (2) the amount of attorneys' fees and costs to
18 award to Class Counsel; and (3) the amount of Enhancement Payment to the Class
19 Representative. If the settlement is finally approved by the Court, this matter will be
20 dismissed, with prejudice, and Defendant will receive a release of claims as set forth in
21 the Settlement Agreement.

22 17. Briefs in Support of Final Approval of the Settlement shall be filed on or before
23 **December 14, 2015**, no later than thirty (30) calendar days before the Final Approval
24 Hearing.

25 18. The Court reserves the right to continue the date of the Final Approval Hearing without
26 further notice to Class Members. The Court retains jurisdiction to consider all further
27 applications arising out of or in connection with the Settlement.

28 19. In the event the Settlement is not finally approved, or otherwise does not become

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effective in accordance within the terms of the Settlement, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Settlement.

IT IS SO ORDERED.

DATED: SEP 17 2015

KENNETH R. FREEMAN

The Hon. Kenneth R. Freeman
Judge of the Superior Court

