

Electronically Received 03/03/2023 01:00 PM

1 Alan Harris (SBN 146079)
2 David Garrett (SBN 160274)
3 Min Ji Gal (SBN 311963)
4 **HARRIS & RUBLE**
5 655 North Central Avenue 17th Floor
6 Glendale, CA 91203
7 Tel: 323.962.3777
8 Fax: 323.962.3004
9 harrisa@harrisandruble.com
10 dgarrett@harrisandruble.com
11 mgal@harrisandruble.com

12 *Attorneys for Plaintiffs*

FILED
Superior Court of California
County of Los Angeles

07/20/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES**

15 ROBERT BURTON, DOUGLAS
16 KIRKLAND, EDWARD MARTINEZ,
17 MICHAEL BISSETT and
18 LAWRENCE HENDERSON,
19 individually and on behalf of all others
20 similarly situated,

21 Plaintiff,

22 v.

23 AMBULANCE PRODUCTIONS,
24 LLC; and DOE 1 through and including
25 DOE 10

26 Defendants.

Case No. 22STCV31529

*Assigned to the Hon. Lawrence P. Riff,
Dept: 7*

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 23, 2023

Time: 10:00 a.m.

Place: Dept. 7

Spring Street Courthouse
312 N. Spring Street
Los Angeles, CA 90012

Complaint Filed: Sept. 27, 2022

1 **TO EACH PARTY AND TO EACH PARTY’S ATTORNEY OF RECORD:**

2 **WHEREAS**, the Court has before it the unopposed motion by Plaintiffs Robert
3 Burton, Douglas Kirkland, Edward Martinez, Michael Bissett and Lawrence Henderson
4 (collectively, “Plaintiffs”) for preliminary approval of a proposed class-action settlement.

5 **WHEREAS**, the parties have made application for an order preliminarily
6 approving the settlement of this action, in accordance with the Class Settlement
7 Agreement (“Agreement”) that sets forth the terms and conditions for a proposed
8 settlement of the litigation, upon the terms and conditions set forth therein;

9 **WHEREAS**, the Court has read and considered the Motion for Preliminary
10 Approval;

11 **WHEREAS**, the Court having read and considered the Agreement; and

12 **WHEREAS**, all defined terms contained herein having the same meanings as
13 those set forth in the Agreement;

14 **IT IS HEREBY ORDERED:**

15 1. The Court hereby preliminarily approves the Agreement as being within
16 range of possible approval and finds no grounds to doubt its fairness.

17 2. The Agreement has been negotiated at arm’s-length and is preliminarily
18 determined to be fair, reasonable and adequate, pending final hearing and approval.

19 3. Solely for purposes of the proposed settlement, a Settlement Class is hereby
20 provisionally certified pursuant to section 382 of the California Code of Civil Procedure
21 as follows:

22 All current and former hourly non-exempt Traffic Control Officers
23 employed by Defendant between November 2, 2020, and the date of
24 preliminary approval of settlement (the “Release Period”). Excluded from
the Settlement Class are all Persons who properly and timely elect to opt out.

25 4. Solely for purposes of the proposed settlement, the Court does hereby
26 preliminarily approve: (a) Alan Harris and David Garrett of Harris & Ruble as Class
27 Counsel; and (b) Robert Burton, Douglas Kirkland, Edward Martinez, Michael Bissett
28 and Lawrence Henderson as Class Representatives.

1 5. On ~~01/14/2023~~ ~~01/14/2023~~, ~~2023~~, at :00 a.m., or on such other date and time
2 as the Court may hereafter designate, a final fairness hearing shall be held before this
3 Court, in Department 7 or in such other Department as the Court may hereafter designate,
4 to determine (a) whether the proposed settlement of the litigation on the terms and
5 conditions provided for in the Agreement is fair, reasonable, and adequate and (b) the
6 amount of attorneys' fees and costs that should be awarded to Class Counsel and the
7 amount of incentive payments that should be awarded to Class Representatives. The
8 hearings may be postponed, adjourned, or rescheduled by order of the Court without
9 further notice to the Class. The deadline for Class Counsel to file a Motion for Final
10 Approval of Settlement (including any responses to any objections) and Motion for
11 Attorneys' Fees and Costs is sixteen (16) court days prior to the final fairness hearing.

12 6. Phoenix Class Action Administration Solutions ("Phoenix") is appointed as
13 Settlement Administrator.

14 7. The Settlement Administrator shall supervise and administer the notice
15 procedure as more fully set forth in the Agreement.

16 8. All members of the Class who do not exclude themselves from the
17 Settlement shall be bound by all determinations and judgments in the litigation
18 concerning the Settlement, whether favorable or unfavorable to the Settlement Class.
19 Any member of the Class who wishes to be excluded from the Settlement Class and not
20 participate in the proposed settlement must submit a request for exclusion as more fully
21 set forth in the Agreement.

22 9. Any member of the Settlement Class may enter an appearance in the
23 litigation, at his or her own expense, individually or through counsel of his or her own
24 choice, by filing a notice to appear. Any member of the Settlement Class who does not
25 enter an appearance or exclude himself or herself from the Class—*i.e.*, opt out of the
26 Settlement—will be represented by Class Counsel as to all of the released claims more
27 fully set forth in the Agreement.

28 10. Members who do not exclude themselves from the Class—*i.e.*, opt out of the

1 Settlement—shall be permitted to object to the Settlement as more fully set forth in the
2 Agreement. Any written objections shall state each specific objection and any legal
3 support for each objection. The objection must also state the member’s full name and
4 address. Plaintiff’s Counsel and Defendant’s Counsel thereafter shall be entitled to file
5 and serve a response to any such objection no later than five (5) court days before the
6 hearing on final approval of the Settlement. If the Court rejects the member’s objection,
7 the member of the Class still will be bound by the terms of the Agreement. If the Court
8 approves the Settlement despite any objections, the member of the Class will receive his
9 or her share of the settlement proceeds.

10 11. The Court reserves the right to adjourn the date of the final approval hearing
11 without further notice to the Settlement Class members, and the Court retains jurisdiction
12 to consider all further applications arising out of or connected with the proposed
13 settlement.

14 12. The Agreement and the Settlement are preliminarily approved but are not an
15 admission by Defendant of the validity of any claims in this class action, or of any
16 wrongdoing by Defendant or of any violation of law. Neither the Agreement nor any
17 related document shall be offered or received in evidence in any civil, criminal or
18 administrative action or proceeding other than such proceedings as may be necessary to
19 consummate or enforce the Agreement and Settlement. The obligations set forth in the
20 Agreement are deemed part of this Order.

21
22 **IT IS SO ORDERED.**

23
24 DATED: 07/20/2023



Lawrence P. Riff / Judge

JUDGE, CALIFORNIA SUPERIOR COURT

1 **PROOF OF SERVICE**

2 I am attorney for the plaintiff herein, over the age of eighteen years, and not a party to the
3 within action. My business address is Harris & Ruble, 655 North Central Avenue, 17th
4 Floor, Glendale, CA 91203. On March 3, 2023, I served the within document(s):

5 **[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL
6 OF CLASS ACTION SETTLEMENT**

7 Electronic Service Pursuant to Court Order: I caused such envelope to be delivered by e-
8 mail (Case Anywhere) to:

9 Maria C. Rodriguez
10 mcrodriguez@mwe.com
11 Brian Casillas
12 bcasillas@mwe.com
13 Marjorie C. Soto
14 mcsotogarcia@mwe.com
15 MCDERMOTT WILL & EMERY LLP
16 2049 Century Park East, Suite 3200
17 Los Angeles, California 90067

18 I declare under penalty of perjury that the above is true and correct. Executed on March
19 3, 2023, at Los Angeles, California.

20 */s/ David Garrett* _____
21 David Garrett