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15 **UNITED STATES DISTRICT COURT**
16
17 **NORTHERN DISTRICT OF CALIFORNIA**
18

19 CLINTON SIMRIL, individually, and on
20 behalf of other members of the general public
21 similarly situated,

22 Plaintiff,

23 vs.

24 TVI, Inc., and DOES 1 through 10, inclusive,

25 Defendants.
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CASE NO.: 16-CV-00817-SI

*[Honorable Judge Susan Illston, Courtroom 1,
17th Floor]*

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 only (and for no other purpose and with no other effect upon this or any other action, including no
2 effect upon this action should the settlement not ultimately be approved), the following class: All
3 persons who worked for Defendant in California as a non-exempt employee from December 21,
4 2011 to the date of Preliminary Approval

5 5. For purposes of this Preliminary Approval Order, “Class Period” means the period
6 from December 21, 2011 through the date of preliminary approval.

7 6. If the settlement does not become final for any reason, the fact that the parties were
8 willing to stipulate to class certification as part of the Settlement shall have no bearing on, and will
9 not be admissible in connection with the issue of whether a class in this action should be certified
10 in a non-settlement context.

11 7. The Court’s conditional findings are limited solely to the claims brought on behalf
12 of the proposed Class. The Court’s findings are for purposes of conditionally certifying a Class
13 and will not have any claim or issue preclusion or estoppel effect in any other action against
14 Defendant or in this action if the settlement is not finally approved.

15 8. The Court appoints, for settlement purposes only, Plaintiff Clinton Simril as
16 representative for the claims against TVI.

17 9. The Court appoints, for settlement purposes only, Kawahito Law Group APC and
18 the Law Offices of Sahag Majarian II as “Class Counsel.”

19 10. The Court approves CPT Group, Inc. as the Claims Administrator to perform duties
20 in accordance with the Settlement Agreement.

21 11. The Court finds that the procedures for notifying the Class about the settlement as
22 described in the Settlement Agreement and Class Notice provide the best notice practicable under
23 the circumstances and therefore meet the requirements of due process, and directs the mailing of
24 the Class Notice and the attachments thereto in accordance with the Settlement Agreement.

25 12. The Court approves, as to form and content, the proposed Class Notice and
26 associated forms. The Claims Administrator is authorized to mail those documents, after they are
27 updated with the appropriate dates and deadlines consistent with the Settlement Agreement, to the
28 Class Action members as provided in the Settlement Agreement.

1 13. The Court approves the requirements for submitting objections to the Settlement
2 Agreement set forth in the Class Notice. Class Members who wish to object to the Settlement
3 must send or file a written objection with the Court, not later than sixty calendar days from the
4 date the Claims Administrator mails the Class Notice to the Class Members. Class Members who
5 does not submit an objection in the manner and by the deadline specified above will be deemed to
6 have waived all objections and will be foreclosed from making any objections to the Settlement,
7 whether by appeal or otherwise. In the event any objections are asserted, Plaintiff and Defendant
8 may address those objections in their briefing for Final Approval of the Settlement.

9 14. The Court approves the procedures for Class Members to request exclusion from
10 the Settlement Agreement as set forth in the Class Notice. In particular, Class Members may elect
11 to opt out of the Settlement by sending a written request for exclusion to the Claims Administrator
12 at the address that is set forth in the Class Notice. To be timely, all such Requests for Exclusion
13 must be postmarked no later than sixty calendar days after the date the Claims Administrator mails
14 the Class Notice to the Class Members. Class Members who fail to comply with the opt-out
15 procedure shall not be excluded and shall instead be bound by all provisions of the Settlement
16 Agreement and all orders issued pursuant thereto.

17 15. The parties are ordered to carry out the Settlement according to the terms of the
18 Settlement Agreement.

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1 16. Plaintiff shall file the motion for fees and costs by June 23, 2017. Plaintiff shall
2 file the motion for final approval of the settlement by July 28, 2017. The Court will conduct a
3 Fairness and Good Faith Determination Hearing on August 21, 2017 at 4:00 p.m. for the purposes
4 of: (i) determining the fairness, adequacy, and reasonableness of the Settlement Agreement terms
5 and associated settlement pursuant to class action procedures and requirements; (ii) determining
6 the good faith of the Settlement Agreement and associated settlement; and (iii) entering Judgment.
7 The Fairness and Good Faith Determination Hearing may be continued without further notice to
8 Class Members.

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IT IS SO ORDERED

Dated: April 17, 2017



SUSAN ILLSTON
United States District Judge