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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

RICHARD HOSE, on his own behalf, and
on behalf of all others similarly situated,
Plaintiffs,

v.

WASHINGTON INVENTORY
SERVICE, INC., d/b/a WIS
INTERNATIONAL, a California
corporation, RETAIL SERVICES WIS,
CORPORATION, a Delaware
Corporation; and CENTRE LANE
PARTNERS, LLC, a New York Limited
Liability Company,
Defendants.

Case No.: 14-cv-2869-WQH-AGS

ORDER

HAYES, Judge:

The matter before the Court is the Motion for Preliminary Approval of Collective Action Settlement filed by Plaintiffs. (ECF No. 290).

The Court has thoroughly reviewed and considered the terms set forth in the Settlement and Release Agreement (the “Settlement Agreement”) (Ex. 1, Declaration of Joshua G. Konecky in Support of Plaintiffs’ Motion for Preliminary Approval of Collective

1 Action Settlement (“Konecky Decl.”), ECF No. 290-3); the proposed Notice of Settlement
2 (attached as “Exhibit C” to the Settlement Agreement); the Declaration of Plaintiffs’
3 counsel, Joshua G. Konecky, filed in support of the proposed Settlement (ECF No. 290-2);
4 the Declaration of the proposed Settlement Administrator, Mark Rapazzini of Heffler
5 Claims Group (ECF No. 290-7); and the papers and pleadings on file in this action. Due
6 and proper notice of the Motion has been provided and no opposition to the Motion has
7 been submitted. The Court has jurisdiction to consider the Motion and the relief requested,
8 and the venue is proper before the Court. Accordingly:

9 **IT IS HEREBY ORDERED:**

10 1. The Court finds that the Settlement appears to be the product of serious,
11 informed, non-collusive negotiations; has no obvious deficiencies; does not improperly
12 grant preferential treatment to the representative Plaintiff or segments of the Collective;
13 and falls within the range of possible approval.

14 2. In light of the foregoing, the Court concludes that the Settlement as it pertains
15 to the above-captioned case is sufficiently within the range of reasonableness to warrant
16 the preliminary approval of the Settlement, the scheduling of the Fairness Hearing, and the
17 mailing and emailing of notices to the opt-in plaintiffs (“*Hose* Plaintiffs”), each as provided
18 for in this Order.

19 3. The Settlement Agreement as it pertains to the above-captioned case is hereby
20 preliminarily approved, subject to further consideration at the Final Approval / Fairness
21 Hearing provided for below.

22 **Form and Timing of Notice**

23 4. The Court appoints Heffler Claims Group as the Settlement Administrator.

24 5. The Court approves the proposed procedures for Settlement Notice set forth
25 in the Settlement Agreement and the content of the proposed Settlement Notice, attached
26 as “Exhibit C” to the Settlement Agreement.

1 6. No later than seven (7) calendar days after the entry of this Order, Defendants
2 shall provide an updated list of the names, mailing addresses, and email addresses of the
3 members of the Collective to the Settlement Administrator.

4 7. No later than thirty (30) calendar days after provision of the updated list to the
5 Settlement Administrator, the Settlement Administrator shall mail the Settlement Notice,
6 substantially in the form of “Exhibit C” to the Settlement Agreement, by first-class mail,
7 postage pre-paid, to all *Hose* Plaintiffs through the notice procedures described in the
8 Settlement Agreement. In addition, the Settlement Administrator shall e-mail the
9 Settlement Notice, substantially in the form of “Exhibit C” to the Settlement Agreement,
10 to all *Hose* Plaintiffs for whom a valid e-mail address is available, following the settlement
11 notice procedures described in the Settlement Agreement.

12 8. At least fourteen (14) calendar days before the Final Approval / Fairness
13 Hearing, Plaintiffs’ Counsel shall serve and file a sworn statement from the Settlement
14 Administrator attesting to compliance with the service of the Settlement Notices, as set
15 forth above. The cost of giving notice to the *Hose* Plaintiffs as specified in this Order shall
16 be paid as set forth in the Settlement Agreement.

17 9. The Court finds that the notice to be provided as set forth in this Order is the
18 best practicable means of providing notice to the *Hose* Plaintiffs and, when completed,
19 shall constitute due and sufficient notice of the Settlement and the Final Approval / Fairness
20 Hearing to all persons affected by and/or entitled to participate in the Settlement or the
21 Fairness Hearing, in full compliance with the requirements of due process and the Federal
22 Rules of Civil Procedure.

23 **Ability of *Hose* Plaintiffs to Opt Out of the Settlement Class, Object to the**
24 **Settlement, and/or Dispute Their Individual Payment**

25 10. Pursuant to page 24, ¶ 23 of the Settlement Agreement, all *Hose* Plaintiffs
26 who wish to exclude themselves from the Settlement must follow the procedures set forth
27 in the Notice. *Hose* Plaintiffs shall have sixty (60) days from the date the notice is mailed
28 to send any requests for exclusion to the Settlement Administrator. A Request for

1 Exclusion must be postmarked by this 60-day deadline and comply with the other
2 instructions set forth in the Class Notice to be valid. At least fourteen (14) calendar days
3 prior to the Fairness Hearing, Plaintiffs' counsel shall file a sworn statement by the
4 Settlement Administrator setting forth the names and addresses of *Hose* Plaintiffs who
5 elected to exclude themselves from the Settlement.

6 11. Pursuant to page 26, ¶ 25 of the Settlement Agreement, all *Hose* Plaintiffs
7 who wish to object to the Settlement must follow the procedures set forth in the Class
8 Notice. *Hose* Plaintiffs shall have sixty (60) days from the date the notice is mailed to send
9 any objections to the Settlement Administrator. An objection must be timely and comply
10 with the instructions set forth in the Notice of Settlement to be valid.

11 12. Pursuant to page 24, ¶ 22 of the Settlement Agreement, all *Hose* Plaintiffs
12 who wish to dispute Defendants' records concerning the number of workweeks to be used
13 to calculate their settlement shares, must follow the procedures set forth in the Notice of
14 Settlement.

15 **Fairness Hearing**

16 13. A hearing (the "Fairness Hearing") shall take place before this Court, on the
17 date and time set forth below, to determine:

- 18 a. Whether the Settlement, on the terms and conditions provided for in the
19 Settlement Agreement, should be finally approved by the Court as fair,
20 reasonable and adequate;
 - 21 b. Whether the Court should enter Judgment consistent with the terms of the
22 final approval order;
 - 23 c. Whether the application for attorneys' fees and expenses to be submitted by
24 Plaintiffs' Counsel should be approved;
 - 25 d. Whether the motion for a service award to the representative plaintiff, Richard
26 Hose, should be approved; and
 - 27 e. Such other matters as the Court may deem necessary or appropriate.
- 28

1 14. Plaintiffs’ Counsel shall serve and file their application for attorneys’ fees and
 2 costs not later than thirty (30) calendar days after the Notice of Settlement is mailed.

3 15. Any *Hose* Plaintiff who has not requested to be excluded from the Settlement,
 4 and any other interested person, may appear at the Fairness Hearing in person or by counsel
 5 and be heard, to the extent allowed by the Court, either in support of or in opposition to the
 6 matters to be considered at the Fairness Hearing. Any documents filed with the Court must
 7 also be served on the counsel listed above by the deadline for submitting objections, either
 8 by hand delivery or by first-class mail.

9 16. The Court may reschedule and/or adjourn the Fairness Hearing, including the
 10 consideration of the application for attorneys’ fees and expenses, and the proposed service
 11 award.

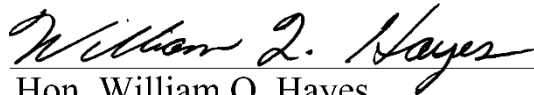
12 The Court hereby grants preliminary approval of the collective action Settlement as
 13 set forth above and sets the following schedule:

14 15 Deadline for Defendants to provide 16 updated list of the names, mailing 17 addresses, and email addresses of the 18 <i>Hose</i> Plaintiffs to Settlement Administrator	7 calendar days after entry of Preliminary Approval
19 20 Deadline for Settlement Administrator 21 to mail and email Notice of Settlement	30 calendar days after provision of the list to Settlement Administrator (37 days after entry of Preliminary Approval)
22 23 Deadline for Plaintiffs to file brief in 24 support of attorneys’ fees application and service award	30 calendar days after Notice of Settlement is mailed (67 days after entry of Preliminary Approval)
25 26 Last day for <i>Hose</i> Plaintiffs to file any 27 requests for exclusions, objections or 28 disputed claim amounts	60 calendar days from date Notice of Settlement is mailed (97 days after entry of Preliminary Approval)

Settlement Administrator to provide update to Plaintiffs' counsel regarding requests for exclusion or disputed amounts	74 calendar days from date Notice of Settlement is mailed (111 days after entry of Preliminary Approval)
Deadline for the parties' replies to any plaintiff objections:	April 27, 2020
Deadline for Plaintiffs to file motion for final approval of collective action settlement	May 18, 2019
Final Fairness Hearing and hearing on Plaintiff's motion for fees, costs and service awards	Friday, June 26, 2020, at 9:30 a.m.

IT IS FURTHER ORDERED that the Motion for Summary Judgment (ECF No. 272), the Motion to Amend/Correct Memorandum of Points and Authorities in Support of Defendants' Motion for Decertification (ECF No. 273), and the Motion to File Documents Under Seal (ECF No. 276) filed by Defendants are denied as moot.

Dated: December 11, 2019


 Hon. William Q. Hayes
 United States District Court