

PLAINTIFFS' EXHIBIT 1A

In The Case Of

*Rosa Calderon; and, Javier Calderon, Individually and on Behalf of
All Others Similarly Situated,*

v

The Wolf Firm, A Law Firm,

CV16-1266 JLS (KESx)

KAZEROUNI LAW GROUP, APC
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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**ROSA CALDERON; AND,
JAVIER CALDERON,
INDIVIDUALLY AND ON
BEHALF OF ALL OTHERS
SIMILARLY SITUATED,**

Plaintiffs,

v.

**THE WOLF FIRM, A LAW
CORPORATION,**

Defendant.

Case No.: CV16-1266 JLS (KESx)

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

DATE: December 15, 2017

TIME: 2:30 p.m.

DPT: 10A

HON. JOSEPHINE L. STATON

1 WHEREAS, the above-captioned putative class action is pending in this
2 Court (the “Action”);

3 WHEREAS, the Parties to the Litigation have agreed, subject to Court
4 approval following notice to the proposed settlement class (as described in
5 Paragraph 7 below) and a hearing, to settle the Action upon the terms and
6 conditions set forth in the Settlement Agreement, the Parties now request a
7 preliminary certification of a settlement class and preliminary approval of the
8 proposed class action settlement;

9 WHEREAS, this Court has reviewed the Settlement Agreement, as well as
10 the files, records and proceedings to date in this matter;

11 WHEREAS, for purposes of this Order, capitalized terms used below have
12 the meaning ascribed to them in the Settlement Agreement, unless otherwise
13 defined; and

14 WHEREAS, for purposes of the Action, this Court has subject matter and
15 personal jurisdiction over the parties, including all Settlement Class Members.

16 NOW, THEREFORE, based on this Court’s review of the Settlement
17 Agreement and all of the files, records, and proceedings herein, the Court
18 concludes, upon preliminary examination, that the Settlement Agreement and
19 settlement appear fair, reasonable, and adequate, and within the range of
20 reasonableness for preliminary settlement approval, and that a hearing should and
21 will be held after notice to the Settlement Class (as described in Paragraph 7
22 below) to confirm that the Settlement Agreement and settlement are fair,
23 reasonable and adequate and to determine whether the settlement should be
24 approved and final judgment entered in the Action based upon the Agreement.

25 The Court has read and considered the Agreement, Preliminary Approval
26 Motion and the record.

27 NOW, THEREFORE IT IS HEREBY ORDERED:

1 1. Jurisdiction. The Court has jurisdiction over the subject matter of the Action
2 and over all settling parties hereto.

3 2. Preliminary Approval of Proposed Settlement. The Agreement, including all
4 exhibits thereto, is preliminarily approved as fair, reasonable and adequate
5 and within the range of reasonableness for preliminary settlement approval.

6 The Court finds that:

7 (a) the Agreement resulted from arm's length negotiations; and

8 (b) the Agreement is sufficient to warrant notice of the settlement to persons
9 in the Settlement Class and a full hearing on the approval of the
10 Settlement.

11 3. Class Certification For Settlement Purposes Only. The Court conditionally
12 certifies, for settlement purposes only, the following Settlement Class:

13
14 National Class. All persons with addresses within the U.S.
15 who received an initial collection letter from Defendant from
16 July 8, 2015 to the date of the entry of the Preliminary
Approval of Settlement and Notice Order,

17 Subclass. All persons with addresses within the State of
18 California who received an initial collection letter from
19 Defendant from July 8, 2015 to the date of the entry of the
Preliminary Approval of Settlement and Notice Order.

20 Defendant has identified, based on its records, 114 such class members.

21 In connection with this conditional certification, the Court makes the
22 following preliminary findings:

23 a. The Settlement Class appears to be so numerous that joinder of all
24 members is impracticable;

- b. There appear to be questions of law or fact common to the Settlement Class for purposes of determining whether this settlement should be approved;
- c. Plaintiffs' claims appear to be typical of the claims being resolved through the proposed settlement;
- d. Plaintiffs appear to be capable of fairly and adequately protecting the interests of the Settlement Class Members in connection with the proposed settlement;
- e. For purposes of determining whether the settlement is fair, reasonable and adequate, common questions of law and fact appear to predominate over questions affecting only individual Settlement Class Members. Accordingly, the Settlement Class appears to be sufficiently cohesive to warrant settlement by representation; and
- f. For purposes of settlement, certification of the Settlement Class appears to be superior to other available methods for the fair and efficient settlement of the claims of the Settlement Class Members.

4. Class Representative. Plaintiffs Rosa Calderon; and, Javier Calderon are designated as class representative for the Settlement Class.

5. Class Counsel. The Court appoints Abbas Kazerounian and Mathew M. Loker of Kazerouni Law Group, APC; and, Joshua B. Swigart as counsel for the Settlement Class. The Court finds that counsel is competent and capable of exercising all responsibilities as Class Counsel for the Settlement Class.

6. Settlement Hearing. A final approval hearing (the "Settlement Hearing") shall be held on [DATE OF FINAL APPROVAL HEARING], at [TIME], as set forth in the notice to the Settlement Class, to determine whether the Agreement is fair, reasonable and adequate and should be approved. Papers in support of final approval of the Agreement, the incentive award to

1 Plaintiffs and Class Counsel’s application for an award of attorneys’ fees,
2 costs and expenses (the “Fee Application”) shall be filed with the Court
3 according to the schedule set forth in Paragraph 10 below. The Settlement
4 Hearing may be postponed, adjourned, or continued by order of the Court
5 without further notice to the Settlement Class. After the Settlement Hearing,
6 the Court may enter a settlement order and final judgment in accordance with
7 the Agreement that will adjudicate the rights of the Settlement Class
8 Members with respect to the Released Claims being settled.

9 7. Class Notice. Class Notice shall be mailed within thirty (30) days following
10 entry of this Order.

11 (a) Direct Mailing. The Claims Administrator will send Notice to the Class
12 via first class mail thirty (30) days after entry of the Preliminary
13 Approval Order. The Claims Administrator shall obtain this contact
14 information from the Notice Database. In addition, the Claims
15 Administrator (1) may check the each mailing address against the United
16 States Post Office National Change of Address Database before the initial
17 mailing; (2) may conduct a reasonable search to locate updated addresses
18 for any Class Member whose Settlement Notice is returned as
19 undeliverable; (3) shall update addresses based on any forwarding
20 information received from the United States Post Office; and, (4) shall
21 update addresses based on any requests received from Class Notice.

22 (b) Declaration to be Filed Regarding Notice. At least fourteen (14) days
23 prior to the Final Approval Hearing, the Claims Administrator shall file a
24 declaration of compliance with the notice procedures as set forth in the
25 Agreement.

26 (c) Findings Concerning Class Notice. The Court finds that the foregoing
27 program of Class Notice and the manner of its dissemination is the best

1 practicable notice under the circumstances and is reasonably calculated to
2 apprise Settlement Class Members of the pendency of this Action and
3 their right to object to or exclude themselves from the Settlement Class.
4 The Court further finds that the Class Notice program is reasonable, that
5 it constitutes due, adequate and sufficient notice to all persons entitled to
6 receive notice and that it meets the requirements of due process.

7 (d) Approval Of Opt-Out Process and Settlement Procedure. The opt-out
8 and objection processes described in the Settlement Agreement are
9 hereby approved. The Court preliminarily approves the process set forth
10 in the Settlement Agreement for submitting, reviewing, approving and
11 paying all claims as described in the Settlement Agreement. Objections
12 shall be received by ninety days (90) after the date of preliminary
13 approval.

14 8. Costs of Administration, Incentive Payments, and Attorney Fees. The
15 Court also approves the process for paying the costs of notice and claims
16 administration, the incentive payment and the Class Counsel's attorneys'
17 fees and litigation costs. Under the Settlement, the Wolf Firm will
18 establish an all-in Settlement Fund in the amount of \$68,000.00 within 30
19 days of Preliminary Approval. This number represents the maximum
20 amount payable by the Wolf Firm in Settlement of this Action and it is
21 inclusive of amounts paid to Settlement Class members, notice costs;
22 incentive awards; attorneys' fees; administrative fees; and, litigation costs.

23 Exclusion From The Settlement Class.

24 (a) As stated above, Class Members have the right to exclude themselves
25 from the settlement by mailing an exclusion request ("Exclusion
26 Request") to the Claims Administrator. The Exclusion Request must be
27 postmarked on or before the date specified in the Notice, which is 60 days

1 from the date of providing Direct Mail Notice. The Claims Administrator
2 will provide copies of such exclusion requests to Class Counsel and
3 counsel for Defendant. All Settlement Class Members who do not opt out
4 in accordance with the terms set forth herein will be bound by all
5 determinations and judgments in the Action.

6 (b) Exclusion requests must: (i) include the full name, address and phone
7 number of the person(s) requesting exclusion; and (ii) include a statement
8 to the effect that they wish to be excluded from this Settlement. No
9 request for exclusion will be valid unless all of the information described
10 above is included. No Settlement Class Member, or any person acting on
11 behalf of or in concert or participation with that Settlement Class
12 Member, may exclude any other Settlement Class Member from the
13 Settlement Class.

14 (c) The Claims Administrator will retain a copy of all requests for exclusion.
15 Not later than fourteen days before the Final Approval Hearing, the
16 Claims Administrator shall file with the Court a declaration that lists all of
17 the opt-outs received.

18 9. Objections And Appearances.

19 (a) Any person in the Class who has not timely submitted a valid request for
20 exclusion from the Class may appear at the Final Approval Hearing to
21 argue that the proposed Settlement should not be approved and/or to
22 oppose the application of Class Counsel for an award of attorneys' fees
23 and the incentive award to the Plaintiffs.

24 (b) In order to be heard at the hearing, the person must make any objection in
25 writing and file a notice of appearance with the Court no later than ninety
26 (90) days after the date of preliminary approval, or as the Court may
27

1 otherwise direct. The objection must also be mailed to the Class Counsel
2 and defense counsel.

3 (c) Any Objection filed with the Court and submitted to the Claims
4 Administrator must set forth the Class Member's full name, address, and
5 telephone number, the reasons for the objection, whether the objecting
6 Class Member intends to appear at the fairness hearing on his or her own
7 behalf or through counsel, set forth all arguments, citations and evidence
8 supporting the objection, and disclose every prior objection to a class
9 action settlement ever made by the Class Member or Class Member's
10 attorney including the case name, case number, and disposition of the
11 prior objection(s). Additionally, any documents supporting the objection
12 must also be attached to the objection. Any Class Member who fails to
13 comply with these provisions shall waive and forfeit any and all rights the
14 Class Member may have to appear separately and/or object, and shall be
15 bound by all the terms of this Stipulation of Settlement and the
16 Settlement, and by all proceedings, orders, and judgments in the Action.
17 Any objections that are not timely filed and mailed shall be forever
18 barred.

19 10. Further Papers In Support Of Settlement And Fee Application. Any
20 responses to objections to the Agreement shall be filed with the Court
21 within 120 days of the Preliminary Approval Order. Similarly, Class
22 Counsel's Motion for Attorneys' Fees; Costs; and, Incentive Award shall be
23 filed within thirty (30) days of Preliminary Approval Order while the
24 Motion for Final Approval shall be filed within one hundred and twenty
25 (120) days of Preliminary Approval.

26 11. Effect of Failure to Approve the Agreement. In the event the Agreement is
27 not approved by the Court, or for any reason the Parties fail to obtain a

1 Final Judgment as contemplated in the Agreement, or the Agreement is
2 terminated pursuant to its terms for any reason, then the following shall
3 apply:

4 (a) All orders and findings entered in connection with the Agreement shall
5 become null and void and have no further force and effect, shall not be
6 used or referred to for any purposes whatsoever, and shall not be
7 admissible or discoverable in any other proceeding;

8 (b) The conditional certification of the Settlement Class pursuant to this
9 Order shall be vacated automatically and void; no doctrine of waiver,
10 estoppel or preclusion shall be asserted in any litigated certification
11 proceedings in the Action; and the Agreement, its existence and any draft
12 thereof, and any discussion, negotiation, documentation, or other part or
13 aspect of the Parties' settlement discussions leading to the execution of
14 the Agreement shall have no effect and shall not be admissible evidence
15 for any purpose, including to establish any fact relevant to class
16 certification or any alleged liability of Defendant for the matters alleged
17 in the Action or for any other purpose;

18 (c) Nothing contained in this Order is, or may be construed as, any admission
19 or concession by or against Defendant or Plaintiffs on any point of fact or
20 law; and

21 (d) Neither the settlement terms nor any publicly disseminated information
22 regarding the settlement, including, without limitation, the class notices,
23 court filings, orders and public statements, may be used as evidence for
24 any purpose whatsoever. In addition, neither the fact of, nor any
25 documents relating to, Defendant's withdrawal from the settlement, any
26 failure of the Court to approve the settlement and/or any objections or
27 interventions may be used as evidence for any purpose whatsoever.

1 12. Stay/Bar Of Other Proceedings. All proceedings in this Action are stayed
2 until further order of the Court, except as may be necessary to implement
3 the terms of the settlement. Pending final determination of whether the
4 settlement should be approved, Plaintiffs, all persons in the Settlement
5 Class and persons purporting to act on their behalf are enjoined from
6 commencing or prosecuting (either directly, representatively or in any other
7 capacity) against any of the Released Parties any action, arbitration or
8 proceeding in any court, arbitration forum or tribunal asserting any of the
9 Released Claims.

10 13. Continuing Jurisdiction. The Court retains continuing and exclusive
11 jurisdiction over the action to consider all further matters arising out of or
12 connected with the settlement, including the administration and
13 enforcement the Agreement.

14. Schedule. This case shall proceed pursuant to the following schedule:

EVENT	DAYS AFTER PRELIMINARY APPROVAL	DATE
Defendant to send addresses to Claims Administrator	3	
Notice to be mailed by Claims Administrator	30	
Motion for Attorneys' Fees; Litigation Costs; and, Incentive Award	30	
Deadline to Opt Out/Object/Notify Court of Intent to Appear at Final Approval	60	
Motion for Final Approval	120	

IT IS SO ORDERED.

Date: _____, 2017 _____

HONORABLE JOSEPHINE L. STATON
UNITED STATES DISTRICT COURT JUDGE