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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JOY MACOPSON, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

PACIFIC BELL TELEPHONE COMPANY, a
California corporation, and DOES 1 to 100,
inclusive

Defendants.

CASE NO: 22STCV13800

CLASS & REPRESENTATIVE ACTION

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

Date: November 8, 2023
Time: 10:30 a.m.
Dept.: 1 (Spring Street)
Judge: Hon. Stuart M. Rice
Res. Id.: N/A - Set By Court

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiff Joy Macopson's Motion for Preliminary Approval of Class
3 Action Settlement (the "Motion"), which included therein a request for provisional certification of
4 the identified Settlement Class for settlement purposes only, a request for approval as to the form
5 and manner of disseminating notices to the Settlement Class, for appointment of the Class
6 Representative, Class Counsel, and the Settlement Administrator, for the Court to set the deadlines
7 by which Settlement Class Members may request to exclude themselves from or object to the
8 proposed settlement, and to set a final approval hearing; having reviewed and considered the
9 parties' Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement
10 Agreement") submitted in support of the Motion; having heard and considered the oral arguments
11 presented at the regularly scheduled hearing on the Motion; and having reviewed and considered
12 all other papers filed in this Action, the Court **HEREBY ORDERS** as follows:

13 1. This Order shall incorporate by reference the Settlement Agreement. To the extent
14 the terms used herein are defined in the Settlement Agreement, all defined terms contained herein
15 shall have the same meaning as set forth in the Settlement Agreement;

16 2. The Court has jurisdiction over the claims asserted in this Action and has personal
17 jurisdiction over Plaintiff, Defendant Pacific Bell Telephone Company, and members of the
18 Settlement Class;

19 3. Preliminary approval of the settlement reached in this class and representative action
20 is **GRANTED**. The Court finds that the settlement has been reached through arm's length,
21 adversarial and non-collusive bargaining; Plaintiff's counsel has conducted a sufficient
22 investigation into the facts and legal claims raised by this Action; and counsel for Plaintiff is
23 experienced in similar litigation. The Court, therefore, finds that the proposed settlement is within
24 the range of reasonableness of a settlement that could ultimately be given final approval by this
25 Court.

26 4. The Court finds that, for settlement purposes only, the Settlement Class meets the
27 requirements for certification under Civ. Proc. Code § 382, in that:
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- 1 a. The Settlement Class is ascertainable and so numerous that joinder of all
- 2 members of the class is impracticable;
- 3 b. Common questions of law and fact predominate, and there is a well-defined
- 4 community of interest among the members of the Settlement Class with
- 5 respect to the subject matter of the litigation;
- 6 c. Plaintiff's claims are typical of the claims of the members of the Settlement
- 7 Class;
- 8 d. Plaintiff will fairly and adequately protect the interest of the Settlement
- 9 Class;
- 10 e. The attorneys of Potter Handy LLP are qualified to serve as Class Counsel
- 11 for the members of the Settlement Class, including the Class Representative;
- 12 f. A class action is the superior method to resolve the dispute.

13 5. The Court provisionally certifies, for settlement purposes only, the Settlement Class
14 defined as follows:

15 All individuals who are or were employed in California from April 26, 2018
16 through the date of Preliminary Approval of the Settlement by Defendant as hourly,
17 non-exempt employees or by AT&T Services, Inc. in a technician position, but
18 excluding anyone who has filed their own separate action as a named plaintiff
alleging the same or similar claims being released by the Settlement and/or who
has previously released such claims.

19 6. Plaintiff Joy Macopson is appointed as the Class Representative;

20 7. Plaintiff's counsel, Mark D. Potter and James M. Treglio of Potter Handy LLP, are
21 appointed as Class Counsel for the Settlement Class;

22 8. Atticus Administration is appointed as the Administrator for the Action and a
23 reasonable Administration Expenses Payment shall be paid as set forth in the Settlement
24 Agreement;

25 9. The Notices of Class Action Settlement and Release of Claims, copies of which are
26 attached as Exhibit A and Exhibit B to the Settlement Agreement (the "Class Notices"), are
27 approved as to their form and content. The Court finds that the Class Notices' form, content, and
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1 manner of distribution as set forth in the Settlement Agreement satisfy the due process requirements
2 and shall thus constitute due and sufficient notice to all parties entitled thereto. The Class Notices
3 shall be distributed to Settlement Class Members in the manner outlined in the Settlement
4 Agreement;

5 10. Defendant shall provide the Administrator with the Class Data, which includes each
6 Settlement Class Member's name, last-known mailing address, Social Security number, and data
7 sufficient for the Administrator to calculate the number of Class Membership Period Workweeks
8 and PAGA Pay Periods in the manner outlined in the Settlement Agreement, within thirty (30)
9 calendar days of the date of this Order;

10 11. The Administrator shall mail the court-approved Class Notices using the procedures
11 and methods outlined in the Settlement Agreement within fourteen (14) calendar days of receipt of
12 the Class Data;

13 12. Any Settlement Class Member may elect to be excluded from the settlement as
14 provided in the Settlement Agreement and the Class Notices. All requests for exclusion must be
15 post marked on or before the Response Deadline. Settlement Class Members who do not submit a
16 timely request for exclusion to the Administrator shall be bound by the Settlement Agreement, all
17 determinations of this Court, and final judgment;

18 13. Any Settlement Class Member may object to the settlement or express their views
19 regarding the settlement and may present evidence, file brief or other papers that may be proper
20 and relevant to the issues to be heard and determined by the Court, as provided in the Settlement
21 Agreement and the Class Notices. Any Settlement Class Member who does not make their
22 objection at or before the final approval hearing shall be deemed to have waived any such objection
23 and shall be foreclosed from objecting to the settlement;

24 14. The final approval hearing shall be held on _____ at 10:30
25 a.m. in Department 1 of the above-entitled Court, located at 312 N. Spring Street, Los Angeles,
26 California 90012, to determine all necessary matters concerning the Settlement Agreement,
27 including whether the proposed settlement of the Action on the terms and conditions provided for
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1 in the Settlement Agreement is fair, adequate and reasonable and should be finally approved by the
2 Court. At that time, the Court will also hold a hearing on Class Counsel's application for attorneys'
3 fees and costs and the Class Representative Service Payment;

4 15. Plaintiffs shall file their Motion for Final Approval of Class Action Settlement no
5 later than sixteen (16) court days before the final approval hearing;

6 16. Class Counsel shall file their application for attorneys' fees and costs and the Class
7 Representative Service Payment no later than sixteen (16) court days before the final approval
8 hearing;

9 17. Pending the final approval hearing, all proceedings in this action, other than the
10 proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement
11 and this Order, shall be stayed;

12 18. The Court reserves the right to adjourn or continue the date of the final approval
13 hearing and all dates provided for in the Settlement Agreement, without further notice to the
14 Settlement Class, and retains continuing and exclusive jurisdiction to consider all further
15 applications arising out of or in connection with the Settlement Agreement;

16 19. If, for any reason, the settlement is not finally approved or does not become
17 effective, this Order Granting Preliminary Approval of Class Action Settlement shall be deemed
18 vacated and shall have no force or effect whatsoever, and the Action shall proceed as if no
19 settlement had been attempted.

20
21 **IT IS SO ORDERED.**

22
23
24 Dated: _____

HON. STUART M. RICE
JUDGE OF THE LOS ANGELES COUNTY
SUPERIOR COURT