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11 **Attorneys for Petitioner/Plaintiff**  
12 **SHEILA LINDERMAN, on behalf of herself**  
13 **and all others similarly situated**

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE**

16 SHEILA LINDERMAN, on behalf of herself,  
and all others similarly situated,

17 Plaintiff,

18 v.

19 CITY OF LOS ANGELES, and DOES 1  
20 through 100,

21 Defendants.

22 SHEILA LINDERMAN, on behalf of herself,  
and all others similarly situated,

23 Petitioner,

24 v.

25 CITY OF LOS ANGELES, and DOES 1  
26 through 100,

27 Respondents.

Case No. BC650785

CLASS ACTION

**NOTICE OF ENTRY OF ORDER**

*Assn'ed to Hon. Maren E. Nelson*  
*Dep't. 17SSC*

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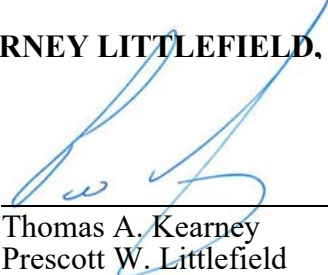
**TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

**PLEASE TAKE NOTICE** that on October 1, 2019, at 2:00 p.m. in Department 17 of the Spring Street Courthouse, the Honorable Maren E. Nelson presiding, the Court entered an Order, attached hereto as Exhibit "A."

DATED: October 1, 2019

Respectfully submitted,

**KEARNEY LITTLEFIELD, LLP**

By:   
Thomas A. Kearney  
Prescott W. Littlefield

**STONEBARGER LAW**  
Gene J. Stonebarger  
Richard D. Lambert

Attorneys for Petitioner/Plaintiff  
**Sheila Linderman**

# Exhibit A

CONFIDENTIAL

**FILED**  
Superior Court of California  
County of Los Angeles

OCT 01 2019

Sherril R. Carr, Clerk  
v. Alfredo Morales deputy  
ALFREDO MORALES

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

SHEILA LINDERMAN, on behalf of herself,  
and all others similarly situated,

Plaintiff,

v.

CITY OF LOS ANGELES, and DOES 1  
through 100,

Defendants.

SHEILA LINDERMAN, on behalf of herself,  
and all others similarly situated,

Petitioner,

v.

CITY OF LOS ANGELES, and DOES 1  
through 100,

Respondents.

Case No. BC650785

CLASS ACTION

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

Current Hearing:

Date: April 11, 2019

Time: 10:00 a.m.

Dept. SSC 7

Assn'ed to Hon. Amy D. Hogue

**RECEIVED**  
LOS ANGELES SUPERIOR COURT  
SEP 08 2019  
I. LOVO

1 The Motion by Plaintiffs Sheila Linderman and Charles Mayrshon ("Plaintiffs") for an  
2 Order preliminarily approving a proposed Settlement and provisional class certification under  
3 California Rule of Court 3.769(c) and (d) came on regularly for hearing on \_\_\_\_\_, 2019, at  
4 \_\_\_\_\_ in Department 7 of the Los Angeles Superior Court, Spring Street Courthouse, the  
5 Honorable Amy D. Hogue presiding. Appearing for Plaintiffs and Settlement Class  
6 Representatives were Class Counsel: Prescott W. Littlefield of Kearney Littlefield, LLP and  
7 Richard D. Lambert of Stonebarger Law, APC. Appearing for Defendant, the City of Los Angeles  
8 ("Defendant" or "City") was Deputy City Attorney Felix Lebron of the Office of the Los Angeles  
9 City Attorney. Plaintiffs and the City are referred herein together as the "Parties."

10 Having reviewed and considered the Motion, including the Class Action Settlement  
11 Agreement and Stipulation ("Settlement"), the papers filed in connection with the Motion and the  
12 argument of counsel, and good cause appearing therefore, IT IS HEREBY ORDERED that the  
13 Motion is granted, on the following terms and conditions:

14 1. The capitalized terms used in this Preliminary Approval and Provisional Class  
15 Certification Order ("Preliminary Approval Order") shall have the same meaning as the defined  
16 terms in the Settlement Agreement, unless otherwise specified.

17 2. The Court preliminary finds that the Settlement falls within the range of possible  
18 approval as fair, reasonable and adequate, subject to further consideration by the Court at the time  
19 of the Final Fairness Hearing.

20 3. The Court finds that the Long-Form Notice and Summary Notice: (a) constitute the  
21 best notice practicable under the circumstances, (b) constitute valid, due, and sufficient notice to  
22 all members of the Class, and (c) comply fully with the requirements of California Code of Civil  
23 Procedure § 382, Rules 3.766 and 3.769 of the California Rules of Court, the California and  
24 United States Constitutions, and other applicable law.

25 4. The Court, for purposes of this Settlement only, finds that the Class is so numerous  
26 that joinder of all Class Members is impracticable, Plaintiffs' claims are typical of the Class's  
27 claims, there are questions of law and fact common to the Class, which predominate over any  
28

1 questions affecting only individual Class Members, and Class certification is superior to other  
2 available methods for the fair and efficient adjudication of the controversy.

3       **5. Settlement Approval.** The Settlement Agreement, including the Long-Form  
4 Notice and Summary Notice attached to the Settlement Agreement as Exhibit B and Exhibit D  
5 respectively are preliminarily approved.

6       **6. Provisional Certification.** The Class is provisionally certified, for settlement  
7 purposes only, as a class of all persons and entities who, between the period of August 15, 2015  
8 and Oct. 1, 2019, paid an Alarm Permit Fee under LAMC Section 103.12 to the City.  
9 Specifically excluded from the Class are: (a) council members of the City, the mayor of the City,  
10 and Commissioners of the City's Police Commission; (b) any judge assigned to hear this Action;  
11 (c) and persons or entities who properly exclude themselves from the Class as provided in this  
12 Agreement.

13       **7. Appointment of Class Representative and Class Counsel.** Plaintiffs Sheila  
14 Linderman and Charles Mayrsohn (collectively "Plaintiffs") are conditionally certified as the class  
15 representatives to implement the Settlement Agreement in accordance with its terms. Kearney  
16 Littlefield, LLP and Stonebarger Law, APC are conditionally appointed as Class Counsel.  
17 Plaintiffs and Class Counsel shall fairly and adequately protect the Class's interests.

18       **8. Appointment of Settlement Administrator.** The Court approves JND Legal  
19 Administration as the Settlement Administrator. The Settlement Administrator shall comply with  
20 the terms and conditions of the Settlement Agreement in carrying out its duties pursuant to the  
21 Settlement Agreement.

22       **9. Provision of Class Notice.** Defendant shall, through the Settlement Administrator,  
23 disseminate Class Notice as provided in the Notice Plan in Section VII of the Settlement  
24 Agreement. The costs of such notice shall be deemed Administration Expenses as defined under  
25 the Settlement Agreement and shall be paid out of the Escrow Account funded by the Maximum  
26 Settlement Fund as set forth pursuant to the terms and conditions of the Settlement Agreement.  
27 The Notice Date shall be no later than forty-five (45) days after the issuance of this Preliminary  
28 Approval Order.

1           **10. Requesting Exclusion.** A Class Member may elect to be excluded from the  
2 Settlement Class and to not be bound by the Settlement Agreement. To make this election, a Class  
3 Member must mail a written request for exclusion to the Settlement Administrator at the address  
4 provided in the Long-Form Notice, postmarked by the Exclusion Deadline ordered by the Court in  
5 the Preliminary Approval Order. The request must (a) state the Class Member's name, address,  
6 and telephone number; (b) reference *Linderman v. City of Los Angeles, Case No. BC650785*; and  
7 (c) clearly state that the Class Member wants to be excluded from the Class, not participate in the  
8 Agreement and not receive any Agreement benefits, and otherwise comply with the terms stated in  
9 the Long-Form Notice and Preliminary Approval Order. All Class Members will be by bound by  
10 the Final Order and Final Judgment unless such Class Members timely file valid written requests  
11 for exclusion or opt out in accordance with this Preliminary Approval Order.

12           **11. Objection to Settlement.** Any Class Member who has not submitted a written  
13 exclusion request pursuant to paragraph 10 above and who wishes to object to the fairness,  
14 reasonableness, or adequacy of this Settlement Agreement or the proposed Settlement Agreement,  
15 or to the award of Attorneys' Fees and Expenses, or to award of Service Awards to the Class  
16 Representative(s), must mail a written statement, describing the Class Member's objections in the  
17 specific manner set forth in this Section (below), to the Settlement Administrator at the address  
18 provided in the Long-Form Notice. The objection must be postmarked by the Objection Deadline  
19 ordered by the Court in this Preliminary Approval Order. Any such objection shall include: (a) the  
20 full name of objector; (b) the full address of Objector; (c) the specific reason(s), if any, for the  
21 objection, including any legal support the Class Member wishes to bring to the Court's attention;  
22 (d) copies of any evidence or other information the Class Member wishes to introduce in support  
23 of the objections; (e) a statement of whether the Class Member intends to appear and argue at the  
24 Fairness Hearing; (f) the individual Class Member's written signature, with date; and (g) reference  
25 *Linderman v. City of Los Angeles, Case No. BC650785* on the envelope and written objection.

26           **12. Failure to Object to Settlement.** Class Members who do not object to the  
27 proposed Settlement Agreement in the manner specified in paragraph 11 above will: (a) be  
28 deemed to have waived their right to object to the Settlement Agreement; and (b) be foreclosed

1 from objecting (whether by a subsequent objection, intervention, appeal, or any other process) to  
2 the Settlement Agreement.

3 **13. Final Fairness Hearing.** A Final Fairness Hearing shall be held before this Court  
4 on Feb 26, 2020 at 11:00 AM, before the Honorable Amy D. Hogue in Department 7 of the  
5 Los Angeles Superior Court, Spring Street Courthouse, located at located at 312 Spring Street, Los  
6 Angeles CA 90012, to determine whether the Settlement Agreement should be finally approved  
7 as fair, reasonable, and adequate.

8 **14.** Class Counsel shall file and serve papers in support of its Motion for Attorneys'  
9 Fees, Costs, and Service Awards no later than fourteen (14) days before the Objection Deadline.  
10 Such a motion shall not exceed twenty-five (25) pages in length.

11 **15.** The Parties shall file and serve papers in support of final approval of the Settlement  
12 Agreement no later than sixteen (16) Court days before the Final Fairness Hearing. Such a motion  
13 shall not exceed twenty-five (25) pages in length.

14 **16.** The Settlement Administrator shall serve on Class Counsel and the Defendant's  
15 Counsel a declaration: (i) attaching a list of those persons who timely opted out or excluded  
16 themselves from the Settlement Agreement; (ii) attaching a list of those persons who timely  
17 objected to the Settlement Agreement, along with a copy of their written objections; and (iii)  
18 providing an accounting reflecting the Administration Expenses incurred as of that time and the  
19 amount of additional Administration Expenses expected to be incurred for which the Settlement  
20 Administrator will seek to be reimbursed from the Maximum Settlement Fund via the Escrow  
21 Account no later than 60 days after the Notice Date.

22 **17.** The Settlement Administrator shall provide a declaration to the Parties outlining  
23 the scope, method, and results of the Notice Plan set forth in Section VII of the Settlement  
24 Agreement, and requested Administration Expenses no later than 60 days after the Notice Date.

25 **18.** The Parties may file replies/responses to objections and supplemental papers to any  
26 motion or petition on MM not no later than seven (7) calendar days before the Final  
27 Fairness Hearing.

28 ///



1           **19.** Based on the date of this Order and the date of the Fairness Hearing, the following  
2 are the certain associated dates in this Settlement:

Event	Timing	Date
3 Last day for Defendant, through the Settlement 4 Administrator, to send Summary Notice and activate 5 the Settlement Website	45 days after entry of this Preliminary Approval Order	11/16/19
7 Last day for Plaintiffs and Class Counsel to file and 8 serve a Motion for Attorneys' Fees, Costs, and 9 Service Awards	76 days after entry of this Preliminary Approval Order	12/6/19
10 Last day for Class Members to request exclusion or 11 object to the Settlement	90 days after entry of this Preliminary Approval Order	12/20/19
13 Last day for Settlement Administrator to serve 14 declaration on Parties as to the information set forth 15 in paragraphs 16 and 17	105 days after entry of this Preliminary Approval Order	1/6/20
16 Last day to file motion for final approval of the 17 Settlement Agreement.	16 Court days before Fairness Hearing	2/4/20
18 Last day to file replies or responses to objections 19 and supplemental papers to any motion for final 20 approval or Motion for Attorneys' Fees, Costs, and 21 Service Awards.	7 days before the Final Fairness Hearing	

22  
23           **20.** This Court may order the Fairness Hearing to be postponed, adjourned, or  
24 continued. If that occurs, the updated hearing date shall be posted on the Settlement Website but  
25 other than the website posting the Parties will not be required to provide any additional notice to  
26 Class Members.

27           **21.** If the proposed Settlement Agreement is finally approved, the Court shall enter a  
28 separate order finally approving the Settlement Agreement and entering judgment. The form of

1 the Final Order and Final Judgment attached to the Settlement Agreement as Exhibit A is  
2 preliminarily approved.

3       **22.** The Parties are hereby ordered, pursuant to the terms and conditions of the  
4 Settlement Agreement, to take all necessary and appropriate steps to establish the means to  
5 implement the Settlement Agreement.

6       **23. Stay of Dates and Deadlines.** Pending the Final Fairness Hearing, all discovery  
7 and pretrial proceedings and deadlines in this Action are stayed and suspended until further notice  
8 from the Court, except for such actions as are necessary to implement the Settlement Agreement  
9 and this Preliminary Approval Order.

10       **24. Termination.** If the Settlement Agreement terminates for any reason, the  
11 following will occur: (a) this Preliminary Approval Order and all of its provisions will be vacated  
12 by its own terms, including, but not limited to, vacating conditional certification of the Class,  
13 conditional appointment of Plaintiffs as class representatives, and conditional appointment of  
14 Plaintiffs' Counsel as Class Counsel; (b) the Action will revert to the status that existed before  
15 Plaintiffs filed their motion for approval of the Preliminary Approval Order; and (c) no term or  
16 draft of the Agreement, or any part of the Parties' settlement discussions, negotiations or  
17 documentation will have any effect or be admissible into evidence for any purpose in the Action or  
18 any other proceeding. This Preliminary Approval Order will not waive or otherwise impact the  
19 Parties' rights, defenses, or arguments in this Action.

20       **25. No Admissions.** Nothing in this Preliminary Approval Order is, or may be  
21 construed as, an admission or concession on any point of fact or law by or against any Party.

22       **IT IS SO ORDERED.**

23  
24 Dated: 10 / 1 / 19

  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

25  
26       **AMY D. HOGUE, JUDGE**

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 3436 N. Verdugo Blvd., Suite 230, Glendale, CA 91208.

On October 1, 2019, I served the following document(s) described as

**NOTICE OF ENTRY OF ORDER**

on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

**SEE ATTACHED LIST**

**BY MAIL:** I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Los Angeles, California, on that same day following ordinary business practices. (C.C.P. § 1013 (a) and 1013a(3)). *See attached Service List.*

**BY OVERNIGHT DELIVERY:** I deposited such document(s) in a box or other facility regularly maintained by the overnight service carrier, or delivered such document(s) to a courier or driver authorized by the overnight service carrier to receive documents, in an envelope or package designated by the overnight service carrier with delivery fees paid or provided for, addressed to the person(s) served hereunder. (C.C.P. § 1013(d)(e))

**BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be served via CaseAnywhere to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. *See Attached Service List*

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 1, 2019, at Glendale, California.

  
\_\_\_\_\_  
**ANDREW J. KEARNEY**

**SERVICE LIST**

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Felix Lebron, Deputy City Attorney Office of the Los Angeles City Attorney Business & Complex Litigation City Hall East 200 N. Main Street, Room 675 Los Angeles, CA 90012 Tel: (213) 978-7559 Fax: (213) 978-7011 Email: <a href="mailto:felix.lebron@lacity.org">felix.lebron@lacity.org</a>	Attorney for Respondent and Defendants City of Los Angeles
Gene J. Stonebarger, State Bar No. 209461 Richard D. Lambert, State Bar No. 251148 <b>STONEBARGER LAW</b> A Professional Corporation 75 Iron Point Circle, Suite 145 Folsom, CA 95630 Telephone (916) 235-7140 Facsimile (916) 235-7141	Attorney for Plaintiff and Petitioner Sheila Linderman