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11 on behalf of himself and all others similarly situated

12 SUPERIOR COURT
13 IN AND FOR THE COUNTY OF SAN DIEGO
14 STATE OF CALIFORNIA

15 EDMUND HOY, an individual person, on
16 behalf of himself and all others similarly
17 situated,
18 Plaintiff,
19 v.
20 LINEBARGER GOGGAN BLAIR &
21 SAMPSON, LLP, a foreign limited liability law
22 partnership.
23 Defendant.

Case No. 37-2017-00007840-CU-BT-NC

**[PROPOSED] ORDER CERTIFYING
CLASS FOR SETTLEMENT
PURPOSES, GRANTING
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Action Filed: March 6, 2017
Trial Date: Not yet set.

FILED
Clerk of the Superior Court

APR 29 2019

By:  Deputy

[Proposed] Order Certifying Class for Settlement Purposes, Granting Preliminary Approval of Class Settlement

Edmund Hoy v. Linebarger Goggan Blair & Sampson, LLP, Case No. 37-2017-00007840-CU-BT-NC

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1 On Apr. 1 25, 201², Plaintiff and Class Representative Edmund Hoy filed a
2 Motion (1) for Preliminary Approval of Settlement Agreement; (2) for Order for
3 Distribution of Class Notice; and (3) for Order Setting Hearing For Final Approval,
4 including terms and conditions for requests for exclusion and objectors, if any. With the
5 Motion for Preliminary Approval, Plaintiffs also filed Points and Authorities in Support
6 of the Motion, the Proposed Settlement Agreement, the Proposed Class Notice, and
7 Affidavits. There is no opposition to the Motion.

8 Having read and considered all papers provided, and having reviewed the
9 Proposed Settlement Agreement and proposed Class Notice in this matter, the Court
10 hereby GRANTS the Motion and orders as follows:

11 This Order of Preliminary Approval incorporates the Settlement Agreement, and
12 the terms used in this Order shall have the meanings and/or definitions given to them in
13 the Settlement Agreement, as submitted to the Court with the Motion for Preliminary
14 Approval of Class Action Settlement.

15 The Court finds that Linebarger may lawfully practice law in California so long
16 as Linebarger complies with Paragraph VI.5. and Paragraph VI.6., of the Stipulation of
17 Class Action Settlement and Release and Linebarger otherwise complies with
18 Corporations Code sections 16101 *et seq.*; the California Rules of Professional Conduct;
19 and all other laws and regulations that govern, *inter alia*, the practice of intra-state law by
20 members of the State Bar of California.

21 For purposes of the Settlement, and conditioned upon the Settlement receiving
22 final approval following the Final Approval Hearing and upon the occurrence of the
23 Effective Date of Settlement, this Court hereby conditionally certifies a Settlement Class,
24 defined as follows:

25 All Persons who, during the Class Period of September 16,
26 2013, and April 30, 2019, inclusive, paid money in response
27 to one or more demand letters sent by Linebarger to such
28 Person on behalf of a Client, where the money was paid to
extinguish a debt owed by such Person to the Client and
Linebarger received a fee for the collection of that debt.

1 Without prejudice to Final Approval, the Settlement, on the terms and conditions
2 stated therein, is preliminarily approved by this Court as being fair, reasonable and
3 adequate, free of collusion or indicia of unfairness, and within the range of possible final
4 judicial approval. This Court specifically finds that the Settlement resulted from
5 extensive arms-length negotiation, the Settlement is sufficient to warrant dissemination of
6 notice of the Settlement, and of the Final Approval Hearing on said Settlement, to the
7 Settlement Class.

8 A Final Approval Hearing shall be held on 8/23, 2019 at 9:00
9 a.m./p.m. before the Honorable Earl H. Maas III in Department N-28 of the San Diego
10 Superior Court, North County Division, located at 325 S Melrose Dr, Vista, CA 92081, to
11 consider: (a) the fairness, reasonableness and adequacy of the proposed Settlement; (b)
12 whether the Settlement should be finally approved by this Court; (c) the application of
13 Class Counsel for an award of Attorneys' Fees and Expenses; (d) the application of an
14 incentive award to the Class representatives; and (e) such other matters as this Court may
15 deem proper and necessary.

16 The Court approves Gilardi & Co. as the Class Administrator, to perform the
17 duties set forth in the proposed Settlement Agreement.

18 The Notice of Proposed Settlement is attached to the Settlement Agreement as
19 Exhibit A and is hereby approved for the purpose of notifying the Settlement Class as to
20 the proposed Settlement, the Final Approval Hearing, and the rights of members of the
21 Class, and it shall be sent substantially in the form approved to the members of the
22 Settlement Class.

23 The notice shall be sent by the Class Administrator to the respective members of
24 the Settlement Class via first class postage pre-paid U.S. Mail on or before 20 days from
25 the issuance of this Order of Preliminary Approval. Thirty-five (35) days prior to the
26 Final Approval Hearing, the Class Administrator shall provide declarations to the Court,
27 with a copy to Class Counsel and counsel for Linebarger, attesting to the measures

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1 undertaken to provide Notice to the members of the Settlement Class.

2 The Notice of Proposed Settlement, as set forth in Exhibit A to the Settlement
3 Agreement, and approved by this Order, is the best notice practicable, and is reasonably
4 calculated, under the circumstances, to apprise the members of the Settlement Class of
5 the pendency of the Action and their right to participate in, object to, or exclude
6 themselves from the Settlement. This Court further finds that the Notice of Proposed
7 Settlement is due and sufficient notice of the Final Approval Hearing, the Settlement, the
8 application for attorneys' fees, and expenses, and incentive award, and other matters set
9 forth therein, and that the Notice of Proposed Settlement fully satisfies California law and
10 due process, to all persons entitled thereto. As set forth in the Settlement Agreement, the
11 Claims Administrator shall pay for all costs and expenses incurred in connection with
12 disseminating the Notice to the Class out of the Settlement Fund.

13 Any Class Member who intends to object to the fairness, reasonableness and
14 adequacy of the Settlement ("Objector") must file a written objection with the Claims
15 Administrator ("Objections") and mail a copy to counsel for Linebarger and to Class
16 Counsel at the addresses set forth below, postmarked not later than sixty (60) days after
17 the date the Class Notice is mailed to the Settlement Class. Any Objector must set forth
18 his/her full name, current address and telephone number. Objections must be served:

19 Upon Class Administrator at:

20 GILARDI & CO. LLC
21 3301 Kerner Boulevard
22 San Rafael, CA 94901

22 Upon Defendant Linebarger at:

23 LEWIS BRISBOIS
24 STEPHEN TURNER
25 PATRIK JOHANSSON
26 633 West 5th Street, Ste 4000
27 Los Angeles, CA 90071
28 Tel: (213) 250-1800

1 Upon Class Counsel at:

2 MCGRANE PC
3 WILLIAM MCGRANE
4 MATTHEW SEPUYA
5 Four Embarcadero Ctr., 14th Floor
6 San Francisco, CA 94111
7 Tel: (415) 292-4807

8 THE WALSH FIRM, PC
9 MICHAEL WALSH 38 Corporate Park
10 Irvine, CA 92606
11 Tel: (949)-724-1350

12 REALLAW, APC
13 MICHAEL J. HASSEN
14 1981 N. Broadway Ste 280
15 Walnut Creek, CA 94596
16 Tel: (925)-359-7500

17 Objectors must state in writing all Objections and the reasons thereto, and a
18 statement whether the Objector intends to appear at the Final Approval Hearing(s). No
19 Objector shall be entitled to be heard at the Final Approval Hearing, and no written
20 objections or briefs submitted by an Objector shall be received or considered by this
21 Court at the Final Approval Hearing, unless the Objector has fully complied with all
22 terms and conditions set forth in the Notice of Proposed Settlement as approved herein,
23 and as set forth in the Settlement Agreement. If an Objection is overruled, the Objector
24 will be bound by the terms of the Settlement. Class Members who fail to file and serve
25 timely written objections in the manner specified above shall be deemed to have waived
26 any objections and shall be foreclosed from making any objection (whether by appeal or
27 otherwise) to the Settlement Agreement.

28 Members of the Settlement Class may elect to exclude themselves from the
Settlement Agreement, relinquishing their rights to any and all benefits under the
Settlement Agreement. Members of the Settlement Class who exclude themselves from
the Settlement will not release their claims pursuant to the release set forth in the
Settlement Agreement. A Class Member wishing to exclude himself/herself from the

1 Settlement must notify by letter postmarked no later sixty (60) days after the date the
2 Class Notice is mailed to the Settlement Class to the Claims Administrator and mailing a
3 copy to counsel for Linebarger and Class Counsel at the addresses set forth herein, which
4 in all respects complies with the terms and conditions for exclusion as set forth in the
5 Notice of Proposed Settlement, approved herein. Members of the Settlement Class who
6 fail to submit a valid and timely request for exclusion shall be bound by all terms of the
7 Settlement Agreement and the Final Order and Judgment, regardless of whether they
8 have requested exclusion from the Settlement.

9 Any member of the Settlement Class who submits a timely request for exclusion
10 may not file an Objection to the Settlement and shall be deemed to have waived any
11 rights or benefits under the Settlement Agreement.

12 The Court shall hold a Final Approval Hearing in this matter on 8/23,
13 2019. Class Counsel shall file their Motion for Final Approval and all supporting papers
14 not later than thirty-five (35) Court days before the Final Approval Hearing. Should
15 counsel for Linebarger desire to file briefing in connection with Final Approval, such
16 briefing shall be filed no later than nine (9) Court days before the Final Approval
17 Hearing.

18 Class Counsel shall file their motion for award of attorneys' fees and costs at least
19 twenty-one (21) days prior to the date for Class Members to object to the Settlement
20 Agreement.

21 In the event that (a) this Court does not finally approve the settlement as provided
22 in the Settlement Agreement; (b) this Court does not enter the Final Order and Judgment
23 as provided in all material respects and substantial form set forth in the Settlement
24 Agreement; or (c) the Settlement does not become final for any other reason, and the
25 Parties following reasonable efforts, do not agree in writing to modify the Settlement
26 Agreement and the Settlement is not consummated, the Settlement Agreement shall be
27 null and void and any order or judgment entered by this Court in furtherance of this

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1 Settlement shall be vacated *nunc pro tunc*. In such a case, the Parties shall proceed in all
2 respects as if the Settlement Agreement had not been executed and the Parties shall in no
3 way be prejudiced in proceeding with or defending this litigation.

4 For the benefit of the Settlement Class and to protect this Court's jurisdiction, this
5 Court retains continuing jurisdiction over the Settlement proceedings to ensure the
6 effectuation thereof in accordance with the Settlement preliminarily approved herein and
7 the related orders of this Court.

8 The parties are directed to carry out their obligations under the Settlement
9 Agreement.

10 Class Counsel shall serve a copy of this Order on all named parties or their
11 counsel within seven (7) days of receipt.

12 **Summary of Applicable Dates**

13		
14	Claims Administrator to Mail Notice To Class Members	10 Days after Preliminary Approval
15		
16	Postmark Date for Exclusion from Settlement	60 Days from Mailing of Notice to Class Members
17		
18	Postmark Date for Objection to Settlement	60 Days from Mailing of Notice to Class Members
19		
20	Deadline for Class Counsel to File Motion for Fees/Costs	21 Days before Deadline for Filing Objection to Settlement
21		
22	Motion for Final Approval to be filed by Class Counsel	28 Days before Hearing on Final Approval
23		
24	Linebarger Response to Final Approval and Motion for Fees/Costs	21 Days before Hearing on Final Approval
25		
26	Claims Administrator Declaration re Distribution/Response to Notice	30 Days before Hearing on Final Approval
27		

1 Hearing on Final Approval

90 Days from Mailing of Notice

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3 **IT IS SO ORDERED:**

4 Dated: 4-29-19



Honorable Earl H. Maas III
Judge of the Superior Court

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The Settlement Benefits – What You Will Get

If the Settlement is approved by the Court, all Class Members who file a claim may receive cash refunds, as described below. If the Settlement is not approved by the Court, Class Members will not get any benefits of the Settlement and the parties will go back to Court for a trial on the merits of the Action. The parties have made their best efforts to negotiate a settlement that is fair and reasonable under the circumstances.

After diligent investigation of its records, Linebarger Goggan Blair & Sampson, LLP affirms that there are _____ Class Members _____ As part of this settlement, Linebarger Goggan Blair & Sampson, LLP conducts its debt collection practices, pursuant to the Settlement Agreement in accordance with California law..

Cash Refunds. If you are a Class Member who paid money in response to one or more demand letters sent by the law firm of Linebarger Goggan Blair & Sampson, LLP, where the money was paid to extinguish a debt owed by you to a client of Linebarger and Linebarger received a fee for the collection of that debt, you will be sent a check refund of 23.32% of the amount you actually paid Linebarger Goggan Blair & Sampson, LLP.

Attorneys' Fees and Award to Class Representative. Counsel for the class will receive attorneys' fees and costs in an amount not to exceed \$2,500,000.00 subject to approval by the Court at the final approval hearing referred to below. The fees and costs will be paid by Linebarger Goggan Blair & Sampson, LLP and will not diminish your benefits under the settlement. In addition, the Class Representative Plaintiff Edmund Hoy will request an award of \$2,500.00 to be approved by the Court at the final approval hearing referenced below. Attorneys' fees and costs as well as the incentive awards will be paid by Linebarger Goggan Blair & Sampson, LLP .

Potential Tax Consequences

Any benefits you receive may or may not be the subject of state or federal taxation, depending on your circumstances. Counsel for the parties in this lawsuit are not tax attorneys and you are advised to seek separate legal advice on matters of taxation.

The Settlement Release - What You Will Give Up

In exchange for the benefits described herein, every Class Member gives Linebarger Goggan Blair & Sampson, LLP a Release and agrees to be bound by all court orders in the Action. You will be bound by the terms of the Settlement, once it is final. A release means you can't sue or be part of any other lawsuit against Linebarger Goggan Blair & Sampson, LLP about the claims or issues in *this* Action ever again. For more information about the terms of the Release, you may consult the Settlement Agreement, which is on file with the Court, and can be viewed as explained below.

Your Rights-Exclusion

As a Class Member, you are included in the Settlement, unless you request to be excluded. If you remain in the Class and this Settlement is approved by the Court, you will receive the non-monetary benefits described above, and if you paid all or part of a debt you may be entitled to receive the monetary benefits. You can exclude yourself or "opt out."