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**FILED**  
Superior Court of California  
County of Los Angeles  
10/11/2022  
Sherri R. Carter, Executive Officer / Clerk of Court  
By:                     T. Lewis                     Deputy

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

DAVE VACCARO, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

SUPER CARE, INC., and DOES 1 through 10,  
inclusive,

Defendant.

Case No. 20STCV03833

**ORDER GRANTING MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Hearing Date: October 4, 2022

Hearing Time: 11:00 AM  
Dept 11

Judge: Hon. David S. Cunningham

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

The Motion for Preliminary Approval of Class Action Settlement came before this Court, the Honorable David S. Cunningham presiding, on October 4, 2022 at 11:00 a.m. The Court having considered the papers submitted in support of the Motion, HEREBY ORDERS THE FOLLOWING:

1. Capitalized terms shall have the definitions set forth in the Joint Settlement Agreement and Release (the "Settlement") entered into between the Parties.

2. The following Class is conditionally certified for purposes of settlement only: all persons whose conversations may have recorded by Super Care, Inc. or one of its vendors, and

1 through means of telephone or other device during the period commencing January 30, 2019,  
2 through and including October 4, 2022.

3           3.       The Settlement Class shall consist of all Class Members who do not timely  
4 exclude themselves (“opt out”) from the Settlement Class by mailing a timely Request for  
5 Exclusion (or “Opt Out”) in accordance with the requirements set forth in the Class Notice and  
6 Settlement.

7           4.       The Court grants preliminary approval of the Settlement based upon the terms  
8 set forth in the Settlement filed herewith, and finds that the Class and the Settlement Class meet  
9 the requirements for conditional certification for settlement purposes only under California  
10 Code of Civil Procedure section 382.

11           5.       The Settlement appears to be fair, adequate and reasonable to the Class and the  
12 Settlement Class. The Settlement falls within the range of reasonableness and appears to be  
13 presumptively valid, subject only to any objections that may be raised in connection with the  
14 Final Approval Hearing.

15           6.       Plaintiff David Vaccaro is conditionally approved as the class representative for  
16 the Class and the Settlement Class.

17           7.       The Incentive Award of \$10,000.00 payable to Plaintiff for his services as the  
18 class representative is conditionally approved.

19           8.       Plaintiff’s Counsel (Todd Friedman and Adrian Bacon of the Law Offices of  
20 Todd M. Friedman, P.C.,) is conditionally approved as Class Counsel for the Class and the  
21 Settlement Class.

22           9.       The Fee and Expense Award of up to \$250,000.00 in attorneys’ fees plus actual  
23 documented litigation costs, not exceed \$10,000.00, payable to Plaintiff’s Counsel is  
24 conditionally approved.

25           10.      A Final Approval Hearing on the question of whether the Settlement, attorneys’  
26 fees and costs to Class Counsel, and Incentive Awards to Plaintiffs should be given Final  
27 Approval as fair, reasonable and adequate as to Settlement Class Members is scheduled in  
28

1 Department 11 on the date and time set forth below.

2 11. The Court hereby appoints Postlethwaite & Netterville as the Settlement  
3 Administrator.

4 12. The estimated Administration Costs of up to \$110,000 to Postlethwaite &  
5 Netterville for its services as the Settlement Administrator are hereby conditionally approved.  
6 Final costs awarded for administration will be subject to proof at Final Approval.

7 14. The Court approves, as to form and content, the Class Notice in substantially the  
8 form attached to the Declaration of Todd M. Friedman submitted in conjunction with the  
9 Supplemental Motion. The Court approves the procedures for Class Members to participate in,  
10 to request exclusion from, and to object to the Settlement as set forth in the Class Notice.

11 15. The Court directs the mailing of the Class Notice by first class mail to all Class  
12 Members in accordance with the Implementation Schedule set forth below. The Court finds the  
13 dates selected for the mailing and distribution of the Class Notice, as set forth in the  
14 Implementation Schedule, meet the requirements of due process and provide the best notice  
15 practicable under the circumstances and shall constitute due and sufficient notice to all persons  
16 entitled thereto.  
17

18 16. To facilitate administration of the Settlement pending final approval, the Court  
19 hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or  
20 administrative proceedings regarding their respective Released Claims unless and until such  
21 Class Members have submitted valid requests for exclusion to the Settlement Administrator and  
22 the Objection/Exclusion Deadline has elapsed.

23 17. Any Class Member may choose to opt-out of and be excluded from the Class, as  
24 provided in the Notice, by following the instructions for requesting exclusion from the Class  
25 that are set forth in the Notice. All requests for exclusion must be submitted as provided in the  
26 Notice. Any such person who chooses to opt-out of and be excluded from the Class will not be  
27 entitled to any recovery under the Settlement and will not be bound by the Settlement or have  
28 any right to object, appeal, or comment thereon. Any written request to opt-out must be signed

1 by each such person opting out. Class Members who have not requested exclusion shall be  
2 bound by all determinations of the Court, the Settlement, and Judgment.

3 18. Any Class Member may appear at the Final Approval Hearing and may object or  
4 express the Class Member's views regarding the Settlement, and may present evidence and file  
5 briefs or other papers, that may be proper and relevant to the issues to be heard and determined  
6 by the Court as provided in the Notice. However, no Class Member shall be entitled to be heard  
7 at the Final Approval Hearing (whether individually or through separate counsel) or to object to  
8 the Settlement, and no written objections or briefs submitted by any Class Member shall be  
9 received or considered by the Superior Court at the Final Approval Hearing, unless written  
10 notice of the Class Member's intention to appear at the Final Approval Hearing, and copies of  
11 any written objections or briefs, have been filed with the Superior Court, and served on all  
12 counsel of the Parties, on or before the Objection/Exclusion deadline date, as provided in the  
13 Notice. Class Members who fail to file and serve timely written objections in the manner  
14 specified herein and in the Settlement, shall be deemed to have waived any objections and shall  
15 be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

16 19. The Settlement is not a concession or admission, and shall not be used against  
17 Defendant or any of the Released Parties as an admission or indication with respect to any claim  
18 of any fault or omission by Defendant, or any of the Released Parties. Whether or not the  
19 Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding,  
20 or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be:

- 21
- 22 a. Construed as, offered or admitted in evidence as, received as or deemed to be  
23 evidence for any purpose adverse to the Released Parties, including, but not  
24 limited to, evidence of a presumption, concession, indication, or admission by  
25 Defendant or any of the Released Parties of any liability, fault, wrongdoing,  
26 omission, concession, or damage; or
- 27 b. Disclosed, referred to, or offered or received in evidence against any of the  
28 Released Parties in any further proceeding in the Action, or in any other civil,

1 criminal, or administrative action or proceeding, except for purposes of settling  
2 the Action pursuant to the Settlement.

3  
4 20. In the event the Settlement does not become effective in accordance with the  
5 terms of the Settlement, or the Settlement is not finally approved, or is terminated, canceled or  
6 fails to become effective for any reason, this Order shall be rendered null and void and shall be  
7 vacated, and the Parties shall revert to their respective positions as of before entering into the  
8 Stipulation.

9 21. The Court orders the following Implementation Schedule for further  
10 proceedings:

- 11
- 12 a. Deadline for Defendants to submit Class  
13 Member Data to Settlement Administrator  
14 (within 21 days after the Court Granting  
15 Preliminary Approval): Oct 25, 2022
- 16 b. Deadline for Settlement Administrator to Mail  
17 the Class Notice to Class Members (within 50  
18 days after the Court Granting Preliminary  
19 Approval): Nov 23, 2022
- 20
- 21 d. Objection/Opt-Out Deadline (120 days after  
22 the Court Granting Preliminary Approval): January 22, 2023
- 23
- 24 e. Deadline for Class Members to make Claims January 22, 2023  
25 (120 days after the Court Granting  
26 Preliminary Approval):
- 27 e. Deadline for Class Counsel to file Motion for  
28 Final Approval of Class Action Settlement:

1 f. Deadline for Class Counsel to file Motion for  
2 Attorneys' Fees, Costs and Incentive Award:

February 15, 2023

3  
4 g. Deadline for Settlement Administrator to  
5 Submit Declaration Detailing Claims/Opt  
6 Outs/Objections:

February 8, 2023

7 Final Approval Hearing Date:

March 7, 2023 9:30 a.m.

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9  
10  
11 **IT IS SO ORDERED.**

12  
13  
14  
15 Date: 10/11/2022, 2022



HON. DAVID S. CUNNINGHAM