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FILED
Superior Court of California
County of Los Angeles
06/14/2024

David W. Slayton, Executive Officer / Clerk of Court
By: E. Martinez Deputy

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

13 JUSTINE FREEMAN; on behalf of
14 themselves and all others similarly situated,

15 Plaintiffs,

16 vs.

17 BELCAMPO GROUP, INC.; and DOES 1
18 through 100, Inclusive,

19 Defendants,

20 Defendants.

Case No. 21STCV21508

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT AGREEMENT**

21 WHEREAS, pursuant to California Rules of Court 3.769, the parties seek entry of an
22 order preliminarily approving the Settlement of this Action pursuant to the settlement
23 agreement fully executed on or about October 27, 2023 (the "Agreement"), which, together with
24 its attached exhibits, sets forth the terms and conditions for a proposed Settlement of the Action;
25 and WHEREAS, the Court has read and considered the Settlement Agreement and its exhibits,
26 and Plaintiff's Unopposed Motion for Preliminary Approval; **IT IS HEREBY ORDERED** as
27 follows:

- 28
1. The Motion is GRANTED.
 2. Capitalized terms not otherwise defined herein have the meaning set forth

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1 in the Settlement Agreement.

2 3. All proceedings in the Action, other than proceedings necessary to carry
3 out or enforce the terms and conditions of the Agreement and this Order, are hereby
4 stayed.

5 4. The Court has subject matter jurisdiction over the Action, and personal
6 jurisdiction over the Parties before it. Additionally, venue is proper pursuant to Cal. Civ.
7 Code §395.

8 5. The Action is preliminarily certified as a class action, for settlement
9 purposes only, pursuant to California Rules of Court Rule 3.769 and Code of Civil
10 Procedure § 382. The Court preliminarily finds for settlement purposes that: (a) the Class
11 certified herein is sufficiently numerous that joinder of all such persons would be
12 impracticable; (b) there are questions of law and fact that are common to the Class, and
13 those questions of law and fact common to the Class predominate over any questions
14 affecting any individual Class Member; (c) the claims of the Plaintiff are typical of the
15 claims of the Class they seek to represent for purposes of settlement; (d) a class action on
16 behalf of the Class is superior to other available means of adjudicating this dispute; and
17 (e) as set forth below, Plaintiff and Plaintiff's Counsel are adequate representatives of the
18 Class. Defendant retains all rights to assert that the Action may not be certified as a class
19 action, other than for settlement purposes. The Court also concludes that, because the
20 Action is being settled rather than litigated, the Court "need not inquire whether the case,
21 if tried, would present intractable management problems." *See Amchem Prods., Inc. v.*
Windsor, 521 U.S. 591, 620 (1997).

22 6. The Settlement Class shall consist of "All persons who made a purchase in
23 California between January 1, 2020 to May 31, 2021 from Belcampo Group, Inc."

24 7. Upon preliminary review, the Court finds that the Agreement, and the
25 Settlement it incorporates is fair, reasonable, and adequate. *See Manual for Complex*
26 *Litigation* (Fourth) § 21.632 (2004). Accordingly, the Agreement is preliminarily
27 approved and is sufficient to warrant sending notice to the Class.

28 8. Certification of the Settlement Class shall be solely for settlement
purposes, without prejudice to the Parties, and with no other effect upon the Action. In

1 the event the Settlement Agreement is not finally approved by this Court, is terminated,
2 or otherwise does not take effect, the Parties preserve all rights and defenses regarding
3 class certification.

4 9. The Court hereby appoints Plaintiff Justine Freeman as Class
5 Representative to represent the Settlement Class.

6 10. The Court hereby appoints Elan Zektser of Oakwood Legal Group, LLP as
7 Class Counsel for the Settlement Class.

8 11. The Court hereby appoints CPT Group as the settlement administrator for
9 the purpose of this settlement.

10 12. The gross settlement amount is \$86,475.00. Out of the gross amount \$2,500.00 will
11 go to the class representative (with approval from this court), \$30,000.00 will go to administrative
12 fees such as the cost of notice and claims administrations, with those deductions, the net settlement
13 amount is \$53,975.00.

14 13. If the Court grants final approval, Settlement Class Members (who have
15 not opted out) and their successors shall conclusively be deemed to have given release, as
16 set forth in the Agreement and Notice, against the released parties, and all such
17 Settlement Class Members and their successors shall be permanently enjoined and
18 forever barred from asserting any released claims against the released parties.
19 Specifically, the Settlement Class Members shall release Defendant and the Released
20 parties of the following:

21 “Released Claims” means any and all past, present and future claims, demands,
22 actions, and causes of action, whether at law or equity, known or unknown,
23 direct, indirect, or consequential, liquidated or unliquidated, foreseen or
24 unforeseen, developed or undeveloped, arising under any laws, including, but
25 not limited to, common law, regulations or laws, statutory law, or otherwise,
26 whether such law is federal, foreign, or under authority of any state,
27 municipality, administrative or regulatory body, or arises under any other
28 authority, including, but not limited to, any claims, demands, actions, or causes
of action for unjust enrichment, negligence, misrepresentation, fraud, breach of
warranty express or implied, violation of California Civil Code 1750 et seq.,
violation of California Business and Profession Codes Sections 17200 et seq .
and 1750 et seq. or any related or similar consumer protection statutes,
restitution, disgorgement of profits, injunctive or declaratory relief, arising in
any manner from allegations, facts, circumstances or occurrences during the
Class Period and set forth in the Complaint. However, this definition expressly

1 excludes (i) claims for personal injury; (ii) claims not arising from allegations,
2 facts, circumstances or occurrences during the Class Period and claims not
3 related to the allegations, facts, circumstances or occurrences set forth in the
4 Claim (e.g., claims not based on the facts alleged in the operative complaint);
5 and (iii) claims to enforce the settlement.)

6 14. Direct email and Mail notice will be given to class members through a
7 publication notice of the settlement. Additionally, pursuant to the Settlement Agreement,
8 documents pertaining to the Settlement, preliminary approval, and final approval
9 (including Plaintiff's motion for attorneys' fees and incentive award and any opposition
10 or reply papers thereto), shall be posted on the Settlement Website monitored by the
11 Settlement Administrator.

12 15. Each Settlement Class Member shall be given a full opportunity to
13 comment on or object to the Settlement Agreement, and to participate at a Final Approval
14 Hearing. Comments or objections must be in writing, and must include (1) the name and
15 case number of the Action (*Freeman v. Belcampo Group, Inc.* Case No. 21STCV21508);
16 (2) the Settlement Class Member's full legal name and mailing address; (3) the personal
17 signature of the Settlement Class member; (4) the grounds for any objection; (5) the
18 name and contact information of any and all attorneys representing, advising, or assisting
19 with the comment or objection, or who may profit from pursuing any objection; and (6) a
20 statement indicating whether the Settlement Class Member intends to appear at the Final
21 Approval Hearing, either personally or through counsel. Written objections must be
22 served on the Settlement Administrator as follows:

23 Freeman v. Belcampo Group, Inc.
24 **Belcampo Settlement Administrator**
25 c/o CPT Group, Inc.
26 50 Corporate Park
27 Irvine, CA 92606

28 The Settlement Administrator, Defense Counsel, and Class Counsel shall promptly furnish each
other copies of any and all objections that might come into their possession.

Class Members may also appear at the final approval hearing to state their objections,
whether or not they have made a written objection or given a notice to appear.

16. To be considered, written comments or objections must be submitted at

1 least 30 days before the Final Approval Hearing. A written objection is not a requirement
2 to be heard at the Final Approval Hearing. The date of the postmark on the envelope
3 containing the written objection shall be the exclusive means used to determine whether
4 an objection has been timely submitted. Class Members who fail to mail timely written
5 objections in the manner specified above shall be deemed to have waived any objections
6 and shall be forever barred from objecting to the Settlement Agreement and the proposed
7 settlement by appearing at the Final Approval Hearing, appeal, collateral attack, or
8 otherwise.

9 17. The Court will hold a final approval hearing on FEB 15, 2024 at 10:00
10 a.m./p.m, in the Superior Court of California, County of Los Angeles, located at 145 S HIGHLAND
11 St, Los Angeles, CA 90007, in Courtroom 01F. The purposes of the final approval
12 hearing will be to: (i) determine whether the proposed Settlement Agreement should be
13 finally approved by the Court as fair, reasonable, adequate, and in the best interests of the
14 Settlement Class; (ii) determine whether judgment should be entered pursuant to the
15 Settlement Agreement; (iii) determine whether the Settlement Class should be finally
16 certified; (iv) rule on Class Counsel’s motion for attorneys’ fees, costs and service
17 awards; (v) consider any properly filed objections; and (vi) consider any other matters
18 necessary in connection with the final approval of the Settlement Agreement.

19 18. Class Counsel’s application for attorneys’ fees, costs and expenses shall
20 be filed and served no later than forty-five (45) days before the Final Approval Hearing.
21 Any opposition, comment, or objection shall be filed no later than 30 days before the
22 Final Approval Hearing. If approved by the Court, the Settlement Administrator shall pay
23 Class Counsel the Class Counsel Award within sixty (60) calendar days of the Court’s
24 entry of Final Judgment.

25 19. The motion in support of final approval of the settlement shall be filed and
26 served no later than thirty (30) days before the Final Approval Hearing. Any opposition
27 or objection shall be filed no later 15 days before the final approval hearing.

28 20. The Court may, in its discretion, modify the date and/or time of the final

1 approval hearing, and may order that this hearing be held remotely or telephonically. In
2 the event the Court changes the date, time, and/or the format of the final approval
3 hearing, the Parties shall ensure that the updated information is posted on the Class
4 Counsel's public website.

5 21. If the Settlement Agreement, including any amendment made in
6 accordance therewith, is not approved by the Court or shall not become effective for any
7 reason whatsoever, the Settlement Agreement and any actions taken or to be taken in
8 connection therewith (including this Preliminary Approval Order and any judgment
9 entered herein), shall be terminated and shall become null and void and of no further
10 force and effect except for (i) any obligations to pay for any expense incurred in
11 connection with Notice and Other Administration Costs as set forth in the Settlement
12 Agreement, and (ii) any other obligations or provisions that are expressly designated in
13 the Settlement Agreement to survive the termination of the Settlement Agreement.

14 22. This Preliminary Approval Order, the Settlement Agreement, the fact that
15 a settlement was reached and filed, and all negotiations, statements, agreements, and
16 proceedings relating to the Settlement, and any matters arising in connection with
17 settlement negotiations, proceedings, or agreements shall not constitute, be described as,
18 construed as, used as, offered or received against Belcampo Group, Inc. as evidence or an
19 admission or concession of: (a) the truth of any fact alleged by Plaintiff in the Action; (b)
20 any liability, negligence, fault, or wrongdoing of Belcampo, Inc. or breach of any duty on
21 the part of Belcampo, Inc.; or (c) that this Action or any other action may be properly
22 certified as a class action for litigation, non-settlement purposes. This order is not a
23 finding of the validity or invalidity of any of the claims asserted or defenses raised in the
24 Action.

25 23. The Court shall retain jurisdiction over any claim relating to the
26 Settlement Agreement (including all claims for enforcement of the Settlement Agreement
27 and/or all claims arising out of a breach of the Settlement Agreement) as well as any
28 future claims by any Settlement Class Member relating in any way to the Released

1 Claims.

2 24. The Court may, for good cause, extend any of the deadlines set forth in
3 this Preliminary Approval Order without further notice to Settlement Class Members.
4 Without further order of the Court, the Parties may agree to make non-material
5 modifications in implementing the Settlement that are not inconsistent with this
6 Preliminary Approval Order.

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8 IT IS SO ORDERED

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10 DATED: ~~SEP 10 2013~~



A handwritten signature in black ink, appearing to read "Stuart M. Rice", is written over a horizontal line.

11 Stuart M. Rice / Judge
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