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13  
14 AMERICAN ARBITRATION ASSOCIATION

16 ROBERT STONE, an individual, on behalf of  
17 himself and all others similarly situated,

18 Claimant,

19 vs.

20 UNIVERSAL PROTECTION SERVICE, LP, a  
21 California limited partnership, and Does 1  
22 through 100,

23 Respondent.

AAA Case No. 01-15-0002-7497  
*The Hon. Kevin J. Murphy (Ret.)*

~~PROPOSED~~ PRELIMINARY  
APPROVAL ORDER

Hearing Date: November 22, 2017

Hearing Time: 8:30 a.m.

Telephonic Hearing

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17 *Attorneys for Claimant Robert Stone*

1           The Arbitrator has reviewed the Joint Stipulation and Settlement of Class, Collective, and  
2 Representative Action (“Agreement”) that has been entered by and between Claimant Robert Stone,  
3 along with Brittany Cole, Andres Medina, and Melonie Goodrum, (collectively “Plaintiffs”) and  
4 Respondent Universal Protection Service, LP (“Universal”) and Claimant Robert Stone, Brittany Cole,  
5 Andres Medina and Melonie Goodrum’s Motion for Preliminary Approval and supporting papers and  
6 orders as follows.

7  
8 1. For purposes of this Order, the Arbitrator adopts all defined terms as set forth in the Agreement  
9 attached to the Declaration of Heather Davis, which Agreement was provided to the Arbitrator in  
10 accordance with Rule 8(b) of the Supplementary Rules for Class Arbitrations (“AAA Class  
11 Rules”) and is incorporated by reference herein.

12 2. The Arbitrator provisionally certifies for settlement purposes only the Class defined as:

13           Any person employed by Universal Protection Service, LP, or any successor, in  
14 California as a non-exempt security professional (*e.g.* security guards, or like titles,  
15 positions and/or duties) during the Class Period. The Class Period is the period of time  
16 from February 26, 2011 through November 22, 2017, the anticipated scheduled  
preliminary approval hearing date, or December 31, 2017, whichever is sooner.

17 3. For purposes of settlement only, the Arbitrator conditionally certifies the above Class and finds  
18 that the prerequisites to Class certification in arbitration under the AAA Class Rules and under  
19 California Code of Civil Procedure § 382 are satisfied. In provisionally certifying the Class for  
20 settlement purposes, the Arbitrator specifically finds that all of the requirements for class  
21 certification under all the AAA Class Rules are satisfied, subject to further consideration at the  
22 Final Approval Hearing after distribution of notice to the members of the Class as set forth  
23 below. If the proposed settlement is not consummated for any reason, the conditional  
24 certification set forth in this paragraph shall be of no further force or effect.

25 4. The Arbitrator concludes that the law firms of Peter R. Dion-Kindem, P.C., Blumenthal,  
26 Nordrehaug & Bhowmik LLP, Protection Law Group, LLP, The Blanchard Law Group, APC,  
27 Law Offices of J.D. Henderson, Alireza Alivandivafa and John F. McCarthy have fairly and  
28 adequately represented the interests of the Class and will continue to do so and therefore,

1 pursuant to Rule 4 of the AAA Class Rules and California Code of Civil Procedure § 382,  
2 appoints them as class counsel for purposes of representing the Class conditionally certified in  
3 this Order.

4 5. Under Rule 8(a)(3) of the AAA Class Rules and California Rules of Court, Rule 3.769, a court  
5 may approve a class settlement only upon finding that it is fair, reasonable, and adequate. *Dunk*  
6 *v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996). To determine whether the proposed  
7 settlement meets these standards, the Arbitrator considered a number of factors, including but not  
8 limited to:

- 9 (1) the strength of the plaintiffs' case;
- 10 (2) the risk, expense, complexity, and likely duration of further litigation;
- 11 (3) the risk of maintaining class action status throughout the trial;
- 12 (4) the amount offered in settlement;
- 13 (5) the extent of discovery completed and the stage of the proceedings; and
- 14 (6) the experience and views of counsel.

15 *Dunk, supra*, 48 Cal. App. 4th at 1801.

16 The Arbitrator has considered the relevant factors and finds that they support the preliminary  
17 approval of the Settlement subject to final determination at the Final Approval Hearing, and  
18 approves the provisions of the Agreement as being fair, just, reasonable and adequate to the  
19 members of the Settlement Class, subject to further consideration at the Final Approval Hearing  
20 after distribution of the Notice of Class Action Settlement to the members of the Class as  
21 provided in this Order.

22 6. The Arbitrator concludes and directs that the Notice Packet to be provided as set forth in this  
23 Order constitutes the best means practicable of providing notice under the circumstances and  
24 meets the requirements of Rule 6 and Rule 8(a)(2) of the AAA Class Rules and California Code  
25 of Civil Procedure §382 and due process under the United States Constitution and any other  
26 applicable law, and when completed as directed herein shall constitute sufficient notice of the  
27 Settlement, the Final Approval Hearing, and the right to be excluded from the settlement to all  
28

1 persons entitled to participate in the settlement in accordance with Rule 8(c) of the AAA Class  
2 Rules and California Rules of Court, rule 3.769.

- 3 7. Within fourteen (14) calendar days of the Order granting preliminary approval, Universal shall  
4 provide the Class List to the Claims Administrator. Within ten (10) calendar days after receiving  
5 the Class List from Respondent, the Claims Administrator shall in accordance with Rule 8(a)(2)  
6 mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most  
7 current, known mailing addresses identified in the Class List.
- 8 8. Any member of the Class who desires to opt out of this class action must timely provide his or  
9 her notification of such intent, pursuant to instructions in the Notice, no later than the Response  
10 Deadline set forth in the Notice Packet consistent with the requirements of Rules 6(b) and 8(c) of  
11 the AAA Class Rules. As stated in the Agreement and in the Notice Packet, the settlement  
12 process will be administered by ILYM, a company that provides settlement and claims  
13 administration.
- 14 9. Any Class Member may, but need not, submit comments or objections to the Settlement or the  
15 requested award of Attorneys' Fees and Costs and Class Representative Enhancement Payments  
16 in accordance with the instructions in the Notice of Class Action Settlement. All written  
17 objections must be submitted to the Claims Administrator on or before the Response Deadline in  
18 the Notice Packet. The Claims Administrator shall forward any objections to the Arbitrator and  
19 to counsel for the Parties. Consistent with Rule 8(d) such objection may be withdrawn only with  
20 the approval of the arbitrator.
- 21 10. Any member of the Settlement Class shall have a right to appear (through his or her own  
22 attorney or without an attorney) and be heard at the Final Approval Hearing. Class Members  
23 wishing to be heard at the Final Approval Hearing may submit written comments or objections in  
24 accordance with the above paragraph and may indicate in such objections that the Class Member  
25 intends to appear at the hearing.
- 26 11. The Final Approval Hearing is hereby scheduled to be held before the Arbitrator on March 22,  
27 2018 at 10:00 a.m. located at the American Arbitration Association office located at 1900  
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1 Avenue of the Stars, Suite 200, Century City, CA 90067 to finally consider the fairness,  
2 reasonableness, and adequacy of the proposed settlement, Plaintiffs' request for the award of  
3 Attorneys' Fees and Costs and the Class Representative Enhancement Payments, and the entry  
4 of the final approval order and judgment in this action. The Court orders that the date, time, and  
5 location of the Final Approval Hearing shall be set forth in the Notice Packet to be mailed to  
6 members of the Class.

- 7  
8 12. All papers supporting final approval of the Agreement shall be filed with the Arbitrator and  
9 served upon all counsel no later than March 1, 2018.  
10 13. No later than March 1, 2018, Class Counsel may file and serve a memorandum and any  
11 declarations in support of the requested Attorneys' Fees and Costs and the Class Representative  
12 Enhancement Payments.  
13 14. On or before March 1, 2018, the parties shall file the report of the Claims Administrator and any  
14 response to any objections made in accordance with the Agreement.  
15 15. The Arbitrator may, for good cause, extend any of the deadlines set forth in this Order without  
16 further notice to members of the Settlement Class. The Arbitrator also may adjourn or continue  
17 the Final Approval Hearing without further notice to members of the Settlement Class.  
18 16. Upon Final Approval of the Settlement Agreement by the Arbitrator, Plaintiffs will present the  
19 Award to the Court for confirmation of the Award and entry of Judgment.

20 **IT IS SO ORDERED.**

21  
22 Dated: 11/22/17



Arbitrator Kevin J. Murphy