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7
8 Attorneys for Plaintiff,
9 SHELLY LOUANGAMATH, and all others similarly situated

10 **IN THE UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**

12
13 SHELLY LOUANGAMATH, on behalf
of herself, and all others similarly
14 situated, and as an “aggrieved employee”
on behalf of other “aggrieved employees”
15 under the Labor Code Private Attorneys
General Act of 2004,

16
17 *Plaintiff(s),*

18
19 vs.

20 THE SPECTRANETICS
21 CORPORATION d.b.a. SPNC, INC., a
Delaware corporation; and DOES 1
22 through 50, inclusive,

23
24 *Defendant(s).*

Case No.: 18-CV-03634-JST

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Action filed: April 20, 2018
Hearing Date: November 16, 2021
Hearing Time: 2:00 p.m.
Hearing Court: 6, Hon. Jon. S. Tigar



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ADDITIONAL ATTORNEY FOR PLAINTIFF

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1 Plaintiff SHELLY LOUANGAMATH's ("Plaintiff") Motion for Preliminary
2 Approval of a Class Action Settlement was scheduled for hearing before the Court
3 on November 16, 2021 at 2:00 p.m., before the Honorable Jon S. Tigar, Judge
4 presiding. The Court having considered the papers submitted in support of the
5 motion, HEREBY ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Class
7 based upon the terms set forth in the "Second Amended Joint Stipulation of Class
8 Action and PAGA Settlement and Release of Claims (the "Amended Settlement")
9 filed herewith. All capitalized terms used herein shall have the same meaning as
10 defined in the Amended Settlement. The Court finds that the terms of the Settlement
11 are fair, adequate, and reasonable to the Class. The Settlement falls within the range
12 of reasonableness and appears to be presumptively valid, subject only to any
13 objections that may be raised at the final hearing and final approval by this Court.

14 2. For purposes of this Order, the "Class Members" are defined as follows:
15 All current and former hourly-paid, non-exempt employees employed in Fremont
16 North or Fremont South facilities by the Defendant or its predecessor companies as
17 non-exempt hourly employees working as assemblers or in comparable positions, at
18 any time during the Class Period. DS ¶ 12, Amended Settlement ¶ I(F) (collectively
19 referred to as the "Settlement Class"). The "Class Period" means the period from
20 April 20, 2014 through the date of the Court's order preliminarily approving the
21 Settlement. DS ¶ 12, Amended Settlement ¶ I(G).

22 3. The Court hereby preliminarily finds that the Settlement was the
23 product of serious, informed, non-collusive negotiations conducted at arm's length
24 by the Parties. In making this preliminary finding, the Court considered the nature
25 of the claims set forth in the pleadings, the amounts and kinds of benefits which shall
26 be paid pursuant to the Settlement, the allocation of Settlement proceeds to the
27 Settlement Class, and the fact that the Settlement represents a compromise of the
28 Parties' respective positions. The Court further preliminarily finds that the terms of



1 the Settlement have no obvious deficiencies and do not improperly grant preferential
2 treatment to any individual Class member. Accordingly, the Court preliminarily
3 finds that the Settlement was entered in good faith.

4 4. The Court finds that the dates set forth in the Amended Settlement for
5 mailing and distribution of the Notice of Class Action Settlement meet the
6 requirements of due process and provide the best notice practicable under the
7 circumstances, and constitute due and sufficient notice to all persons entitled thereto,
8 and directs the mailing of the Notice of Class Action Settlement by first class mail
9 to the Settlement Class as set forth in the Settlement. Accordingly, the Court orders
10 the following implementation schedule for further proceedings:

11 a. Within fourteen (14) calendar days after the preliminary
12 approval date and after Defendant receives sufficient and reasonable assurance from
13 the Settlement Administrator about the confidentiality of Class Data, Defendant
14 shall provide Settlement Administrator with Class Data for the purposes set forth in
15 the Settlement;

16 b. Within fourteen (14) calendar days of receiving the Class Data,
17 Settlement Administrator will perform a search based on the National Change of
18 Address Database to cross check or update addresses and mail copies of the Notice
19 of Class Action Settlement to all Class Members via regular First Class U.S. Mail
20 and any Notice of Class Action Settlement returned to the Settlement Administrator
21 as non-delivered on or before the Response Deadline shall be re-mailed to its
22 forwarding address;

23 c. If no forwarding address is provided, the Settlement
24 Administrator shall promptly attempt to determine a correct address by lawful use
25 of skip-tracing, or other search using the name, address and/or Social Security
26 number of the Class Member involved, and shall then perform a re-mailing, if
27 another mailing address is identified by the Settlement Administrator;

28 d. In addition, if any Notices of Class Action Settlement, which are



1 addressed to the Class Members who are currently employed by Defendant, are
2 returned to the Settlement Administrator as non-delivered and no forwarding address
3 is provided, the Settlement Administrator shall notify the Defendant and Defendant
4 shall request that the currently employed Class Member to provide a corrected
5 address and transmit to the Settlement Administrator any corrected address provided
6 by the Class Member;

7 e. Class Member(s) who wish to exclude themselves must submit a
8 written Request for Exclusion to the Settlement Administrator by the Response
9 Deadline;

10 f. Class Member(s) who wish to object to the Settlement must mail
11 a written statement of objection to the Settlement Administrator by the Response
12 Deadline in accordance with the Settlement.

13 g. Class Member(s) who wish to dispute the number of Qualified
14 Workweeks must mail a written statement explaining their disagreement to the
15 Settlement Administrator by the Response Deadline in accordance with the
16 Settlement.

17 5. The Court approves, as to form and content, the Notice of Class Action
18 Settlement. The Court also approves the procedure for members of the Settlement
19 Class to object to the Settlement set forth in the Notice of Class Action Settlement.

20 6. The Court approves, for settlement purposes only, David Spivak of The
21 Spivak Law Firm and Walter Haines of United Employees Law Group as Class
22 Counsel.

23 7. The Court approves, for settlement purposes only, Shelly Louangamath
24 as the Class Representative.

25 8. The Court approves CPT Group, Inc. as the Settlement Administrator.

26 9. A Final Approval Hearing shall be held at 2:00 p.m. on
27 February 16, 2023 in Courtroom 6 of the United States District Court, Northern
28 District of California, located at 1301 Clay St., Oakland, CA 94612, to consider the



1 fairness, adequacy and reasonableness of the proposed Settlement preliminarily
2 approved by this Order, and to consider the application of Class Counsel for an
3 award of reasonable attorneys' fees and costs incurred and the Class Representative
4 Service Award. All briefs and materials in support of the Motion for an Order of
5 Final Approval and Judgment and Application for Attorneys' Fees and Costs shall
6 be filed twenty-eight days before the Final Approval Hearing.

7 10. If for any reason the Court does not execute and file an Order of Final
8 Approval and Judgment, or if the Effective Date, as defined in the Amended
9 Settlement, does not occur for any reason, the proposed Settlement that is the subject
10 of this Order, and all evidence and proceedings had in connection therewith, shall
11 be without prejudice to the status quo ante rights of the Parties to the litigation, as
12 more specifically set forth in the Settlement.

13 11. Pending further Order of this Court, all proceedings in this matter
14 except those contemplated herein and in the Settlement are hereby stayed.

15 **IT IS SO ORDERED.**

16
17 Date: August 17, 2022

18 
19 Honorable Jon S. Tigar
20 Judge of United States District Court,
21 Northern District of California

