

1 The Settlement has been filed with the Court, and Plaintiff and Class Counsel have filed an
2 Unopposed Motion for Preliminary Approval of Class Settlement (“Motion”). Upon considering
3 the Motion, the Settlement and all exhibits thereto, the record in these proceedings, the
4 representations and recommendations of counsel, and the requirements of law, the Court finds that:
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6 (1) this Court has jurisdiction over the subject matter and the Parties to this Action; (2) the proposed
7 Settlement Class meets the requirements of Federal Rule of Civil Procedure 23 and should be
8 certified for settlement purposes only; (3) the persons and entities identified below should be
9 appointed Class Representative and Class Counsel; (4) the Settlement is the result of informed,
10 good-faith, arm’s-length negotiations between the Parties and their capable and experienced
11 counsel, and is not the result of collusion; (5) the Settlement is within the range of reasonableness
12 and should be preliminarily approved; (6) the proposed Notice Program and proposed forms of
13 Notice satisfy Federal Rule of Civil Procedure 23 and constitutional due process requirements, and
14 are reasonably calculated under the circumstances to apprise the Settlement Class of the pendency
15 of the Action, class certification, terms of the Settlement, Class Counsel’s application for an award
16 of attorneys’ fees and expenses (“Fee Application”) and request for a service award for Plaintiff,
17 and their rights to opt-out of the Settlement Class or object to the Settlement, Class Counsel’s fee
18 application, and/or the request for a service award for Plaintiff; (7) good cause exists to schedule
19 and conduct a Final Approval Hearing, pursuant to Federal Rule of Civil Procedure 23(e), to assist
20 the Court in determining whether to grant Final Approval of the Settlement and enter the Final
21 Approval Order, and whether to grant Class Counsel’s Fee Application and request for a service
22 award for Plaintiff; and (9) the other related matters pertinent to the Preliminary Approval of the
23 Settlement should also be approved.

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26 Based on the foregoing, IT IS HEREBY ORDERED AND ADJUDGED as follows:
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1 1. As used in this Preliminary Approval Order, unless otherwise noted, capitalized terms
2 shall have the definitions and meanings accorded to them in the Settlement.

3 2. The Motion for Preliminary Approval of Class-Action Settlement is granted. For the
4 purpose of settlement only, the Court finds that certification of the Settlement Class is appropriate
5 because (a) the Class is ascertainable and sufficiently numerous; (b) there are questions of law and
6 fact that are common to the Class, and those questions predominate over any questions affecting
7 individual Class Members; (c) Plaintiff's claims are typical of the claims of the Class; (d) Plaintiff
8 and Class Counsel are adequate representatives of the Class; and (e) a class action is superior to
9 other available methods for adjudicating the Action.
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11 3. Furthermore, the Court finds that (a) the terms of the Settlement Agreement appear to be
12 fair and reasonable to the Class when balanced against the probable outcome of further litigation
13 relating to class certification, liability and damage issues, and potential appeals; (b) Class Counsel
14 are experienced in class-action litigation, including litigation under the Telephone Consumer
15 Protection Act; (c) significant investigation and informal discovery was undertaken, and significant
16 information was exchanged, enabling Plaintiff and Defendant to reasonably evaluate one another's
17 positions and financial capacity; (d) approving the Settlement Agreement will avoid the substantial
18 costs, delay, and risks that would be presented by further litigation; and (e) the terms of the
19 Settlement Agreement were the result of intensive, serious, and non-collusive negotiations between
20 Plaintiff and Defendant, including a full day mediation with Honorable Judge Holderman (Ret.).
21 Accordingly, the Court preliminarily finds that the Settlement Agreement falls within the range of
22 possible final approval and therefore meets the requirements of preliminary approval.
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24 4. The Court therefore provisionally certifies the following Settlement Class: All
25 individuals or entities in the United States who, from March 28, 2015 to the date of the Preliminary
26 Approval Order, received one or more telephone calls or texts concerning Codefied's (*i.e.*,
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1 Housecall Pro's) goods or services from or on behalf of Defendant. Excluded from the Settlement
2 Class are: (1) the trial judge presiding over this case; (2) Codefied, as well as any parent, subsidiary,
3 affiliate or control person of Codefied, and the officers, directors, agents, servants or employees of
4 Codefied; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any
5 member of the Settlement Class who has timely opted out of the Settlement; and (6) Class Counsel
6 and their employees.
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8 5. The Court appoints Plaintiff, Clifford Armstrong, as Class Representative.

9 6. The Court appoints the following people and firms as Class Counsel: Avi R. Kaufman
10 and Rachel E. Kaufman of Kaufman P.A. and Stefan Coleman of Law Offices of Stefan Coleman,
11 LLC.

12 7. The Court approves the form and content of the Mailed Notice, Long Form Notice, and
13 Claim Form, substantially in the forms attached as Exhibits A through C to the Settlement. The
14 Court further finds that the Notice Program described in the Settlement is the best practicable under
15 the circumstances. The Notice Program is reasonably calculated under the circumstances to inform
16 the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of
17 the Settlement, Class Counsel's Fee Application and the request for service award for Plaintiff, the
18 claim process, and their rights to opt-out of the Settlement Class or object to the Settlement. The
19 Notices and Notice Program constitute sufficient notice to all persons entitled to notice. The Notices
20 and Notice Program satisfy all applicable requirements of law, including, but not limited to, Federal
21 Rule of Civil Procedure 23 and the Constitutional requirement of due process.
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23 8. The Court appoints KCC LLC as the Settlement Administrator.

24 9. The Administrator shall implement the Notice Plan, as set forth in the Settlement, and
25 the Claims Process using the Notices and Claim Form substantially in the forms attached as
26 Exhibits to the Settlement and approved by this Preliminary Approval Order. Notice shall be
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1 provided to the members of the Settlement Class pursuant to the Notice Plan, as specified in the
2 Settlement and approved by this Preliminary Approval Order.

3 10. The Settlement Administrator shall send Notice within thirty (30) days after entry of
4 this Preliminary Approval Order (the "Notice Date").

5 Final Approval Hearing, Opt-Outs, and Objections

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7 11. A Final Approval Hearing shall be held before this Court on January 28, 2020 at
8 1:30p.m., approximately 90 days after the entry of this Preliminary Approval Order, to determine
9 whether to grant Final Approval to the Settlement and to enter a Final Approval Order, and whether
10 Class Counsel's Fee Application and request for a service award for the Class Representative
11 should be granted.

12 12. Any person within the Settlement Class who wishes to be excluded from the Settlement
13 may exercise their right to opt-out of the Settlement by following the opt-out procedures set forth
14 in the Settlement and in the Notice at any time prior to the Opt-Out Deadline. To be valid and
15 timely, opt-out requests must be received by those listed in the Long-Form Notice on or before the
16 Opt-Out Deadline, which is 45 days after the Notice Date, and mailed to the addresses indicated in
17 the Notice.

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19 13. Any Settlement Class member may object to the Settlement, Class Counsel's Fee
20 Application, or the request for a service award for Plaintiff as set forth in the Settlement Agreement
21 and Notice. Any objection to the Settlement Agreement, including any of its terms or provisions,
22 must be in writing, filed with the Court, with a copy served on Class Counsel, Counsel for
23 Defendant, and the Settlement Administrator at the addresses set forth in the Notice, and
24 postmarked no later than the Opt-Out Deadline. Settlement Class Members may object either on
25 their own or through an attorney hired at their own expense. Any objection regarding or related to
26 the Agreement shall contain a caption or title that identifies it as "Objection to Class Settlement in
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1 *Armstrong v. Codefied Inc.*, No. 2:19-cv-00239-JAM” and also shall contain the following
2 information: (i) the objector’s name, address, and telephone number; (ii) the name, address, and
3 telephone number of any attorney for the objector with respect to the objection; (iii) the factual
4 basis and legal grounds for the objection, including any documents sufficient to establish the basis
5 for his or her standing as a Settlement Class Member, including the date(s) and phone number(s)
6 at which he or she received call(s) covered by this Settlement; and (iv) identification of the case
7 name, case number, and court for any prior class action lawsuit in which the objector and the
8 objector’s attorney (if applicable) has objected to a proposed class action settlement. If an
9 objecting party chooses to appear at the hearing, no later than the Opt-Out Deadline, a notice of
10 intention to appear, either in person or through an attorney, must be filed with the Court and list
11 the name, address, and telephone number of the person and attorney, if any, who will appear. A
12 Settlement Class Member who appears at the Final Approval Hearing, either personally or through
13 counsel, may be permitted to argue only those matters that were set forth in the timely and validly
14 submitted written objection filed by such Settlement Class Member. No Settlement Class Member
15 shall be permitted to raise matters at the Final Approval Hearing that the Settlement Class Member
16 could have raised in his/her written objection, but failed to do so, and all objections to the
17 Settlement Agreement that are not set forth in a timely and validly submitted written objection
18 will be deemed waived. If a Settlement Class Member wishes to present witnesses or evidence at
19 the Final Approval Hearing in support of a timely and validly submitted objection, all witnesses
20 must be identified in the objection, and true and correct copies of all supporting evidence must be
21 appended to, or filed and served with, the objection. Failure to identify witnesses or provide copies
22 of supporting evidence in this manner waives any right to introduce such testimony or evidence at
23 the Final Approval Hearing.
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2 **Further Papers in Support of Settlement and Attorney's Fee Application**

3 14. Plaintiff and Class Counsel shall file their Motion for Final Approval of the Settlement,
4 Fee Application and request for a service award for Plaintiff, no later than
5 December 30, 2019, which is no more than 15 days prior to the Opt Out Deadline.
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7 22. Plaintiff and Class Counsel shall file their responses to timely filed objections to the
8 Motion for Final Approval of the Settlement, the Fee Application and/or request a Service Award
9 for Plaintiff no later than January 17, 2020 which is 10 days before the Final Approval
10 Hearing.
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12 **Effect of Failure to Approve Settlement**

13 23. If the Settlement is not finally approved by the Court, or for any reason the Parties fail
14 to obtain a Final Approval Order as contemplated in the Settlement, or the Settlement is terminated
15 pursuant to its terms for any reason, then the following shall apply:

16 (a) All orders and findings entered in connection with the Settlement shall become null and
17 void and have no further force and effect, shall not be used or referred to for any purpose
18 whatsoever, and shall not be admissible or discoverable in any other proceeding;

19 (b) Nothing in this Preliminary Approval Order is, or may be construed as, any admission
20 or concession by or against Codefied or Plaintiff on any point of fact or law; and

21 (c) Neither the Settlement terms nor any publicly disseminated information regarding the
22 Settlement, including, without limitation, the Class Notice, court filings, orders and public
23 statements, may be used as evidence. In addition, neither the fact of, nor any documents relating to,
24 either Party's withdrawal from the Settlement, any failure of the Court to approve the Settlement
25 and/or any objections or interventions may be used as evidence.
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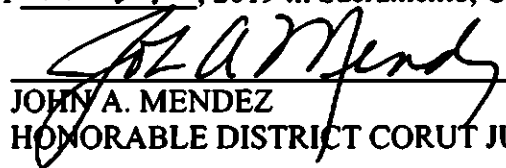
Stay/Bar of Other Proceedings

24. All proceedings in this action are stayed until further order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiff, all persons in the Settlement Class, and persons purporting to act on their behalf are enjoined from commencing or prosecuting (either directly, representatively or in any other capacity) against any of the Released Parties any action or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims.

25. Based on the foregoing, the Court sets the following schedule for the Final Approval Hearing and the actions which must take place before and after it:

<u>Event</u>	<u>Date</u>
Notice Date	No more than 30 days after Preliminary Approval
Deadline for filing papers in support of Final Approval of the Settlement and Class Counsel's application for an award of attorneys' fees and expenses	No more than 15 days prior to Opt Out Deadline
Opt-out Deadline	45 days after the Notice Date
Responses to Objections	No more than 10 days prior to the Final Approval Hearing
Final Approval Hearing	Approximately 90 days after entry of Preliminary Approval
Claims Deadline	60 days after the Notice Date

IT IS SO ORDERED, this 22nd day of October, 2019 in Sacramento, California.


 JOHN A. MENDEZ
 HONORABLE DISTRICT COURT JUDGE