

CPAS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DOUGLAS HAN (State Bar No. 232858)
SHUNT TATAVOS-GHARAJEH (State Bar No. 272164)
DANIEL J. PARK (State Bar No. 274973)
JUSTICE LAW CORPORATION
411 North Central Avenue, Suite 500
Glendale, California 91203
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 28 2017

By Kim M. Allen
Deputy

Attorneys for Plaintiffs and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

DENNIS CARR; NICOLE BEGLEY;
individually, and on behalf of other members
of the general public similarly situated, and on
behalf of aggrieved employees pursuant to the
Private Attorneys General Act ("PAGA");

Plaintiffs,

v.

AMERICAN SECURITY PRODUCTS
COMPANY, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. CIVDS1606769

Assigned for All Purposes to:
Honorable Wilfred J. Schneider, Jr.
Department: S32

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER**

Hearing Date: December 28, 2017
Hearing Time: 8:30 a.m.
Hearing Place: Department S32

Complaint Filed: May 2, 2016
FAC Filed: June 12, 2017
Jury Trial: None Set

BY FAX

1 This matter came before the Honorable Wilfred J. Schneider, Jr. in Department S32 of the
2 above-entitled Court located at 247 West Third Street, San Bernardino, California 92415, on
3 Plaintiffs Dennis Carr and Nicole Begley's ("Plaintiffs") Motion for Final Approval of Class
4 Action Settlement, Attorneys' Fees, Litigation Expenses, and Class Representative Enhancement
5 ("Motion for Final Approval"). Justice Law Corporation appeared on behalf of Plaintiffs and the
6 Class. Skane Wilcox, LLP appeared on behalf of Defendant American Security Products
7 Company ("Defendant").

8 I. FINDINGS

9 Based on the oral and written argument and evidence presented in connection with the
10 Motion for Final Approval, the Court makes the following findings:

11 1. All terms used herein shall have the same meaning as defined in the parties'
12 Stipulation of Class Action and Release ("Settlement," "Agreement," or "Settlement Agreement").

13 2. The Court finds that the applicable requirements of California Code of Civil
14 Procedure section 382 and Rule 3.769 of the California Rule of Court have been satisfied with
15 respect to the Class and the Settlement.

16 3. This Court has jurisdiction over the claims of the Class Members asserted in this
17 proceeding and over all parties to the above-entitled action (the "Action"), including the Class.

18 4. The Court hereby finds the Settlement is fair, reasonable and adequate, and in the
19 best interests of the Class as a whole.

20 5. The Court further finds that the Settlement was reached following meaningful
21 discovery and investigation conducted by Class Counsel; that the Settlement is the result of
22 serious, informed, adversarial, and arm's-length negotiations between the parties; and that the
23 terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court
24 has considered all of the evidence presented, including evidence regarding the strength of the
25 Plaintiffs' case; the risk, expense, and complexity of the claims presented; the likely duration of
26 further litigation; the amount offered in Settlement; the extent of investigation and discovery
27 completed; the experience and views of Class Counsel; and the absence of objection to the
28 Settlement by Class Members, as well as the absence of request for exclusion.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

1 6. The direct mail notice (“Class Notice”) given to the Class Members fully and
2 accurately informed the Class Members of all material elements of the Settlement and of their
3 opportunity to object to, comment thereon, or to seek exclusion from, the Settlement; was the best
4 notice practicable under the circumstances; was valid, due and sufficient notice to all Class
5 Members; and complied fully with the laws of the State of California, the United States
6 Constitution, due process and other applicable law. The Class Notice fairly and adequately
7 described the Settlement and provided the Class Members adequate instructions and a variety of
8 means to obtain additional information.

9 7. A full opportunity has been afforded to the Class Members to participate in this
10 hearing, and all Class Members and other persons wishing to be heard have been heard. The
11 Class Members also have had a full and fair opportunity to exclude themselves from the
12 Settlement and the Class.

13 8. The Court finds that Class Counsel’s request for attorneys’ fees in the amount of
14 \$175,000 falls within the range of reasonableness and the results achieved justified the award.
15 Class Counsel’s request for attorneys’ fees is hereby approved.

16 9. The Court finds that Class Counsel’s litigation costs and expenses in prosecuting
17 this Action in the amount of \$11,808.40 were reasonably incurred. Class Counsel’s request for
18 reimbursement of litigation costs and expenses is hereby approved.

19 10. The Court finds that the Class Representative Enhancement in the amount of
20 \$5,000 each to Class Representative Dennis Carr and Nicole Begley is fair and reasonable in light
21 of the risks and burdens undertaken by Plaintiffs in this Action and for their time and effort in
22 bringing and prosecuting this matter on behalf of the Class.

23 11. The Court finds that the amount of \$5,000 (\$3,750 to the LWDA) allocated toward
24 penalties under California Labor Code Private Attorneys General Act of 2004, as amended,
25 California Labor Code sections 2698, *et seq.*, is fair and reasonable, and is hereby approved.

26 ///

27 ///

28 ///

31
30
29
28
27
26
25
24
23
22
21
20
19
18
17
16
15
14
13
12
11
10
9
8
7
6
5
4
3
2
1

The following information is being provided to you for your information only. It is not intended to be used for any other purpose. This information is classified as CONFIDENTIAL - SECURITY INFORMATION. It is the property of the United States Government and is loaned to you. It and its contents are not to be distributed outside your agency without the express written approval of the originating agency. If you are not the intended recipient, you should not disseminate, distribute or copy this information. If you have received this information in error, you should notify the person whose name appears below. This information is being provided to you for your information only. It is not intended to be used for any other purpose. This information is classified as CONFIDENTIAL - SECURITY INFORMATION. It is the property of the United States Government and is loaned to you. It and its contents are not to be distributed outside your agency without the express written approval of the originating agency. If you are not the intended recipient, you should not disseminate, distribute or copy this information. If you have received this information in error, you should notify the person whose name appears below.

1 7. The Claims Administrator shall issue payment in the amount of \$3,750 to the
2 California Labor and Workforce Development Agency (“LWDA”), and the remaining penalties in
3 the amount of \$1,250 shall be allocated to the Net Settlement Amount for distribution on a *pro*
4 *rata* basis to the Participating Class Members who submitted timely and valid Claim Forms,
5 according to the terms of the Settlement Agreement.

6 8. The Claims Administrator shall pay Class Counsel’s attorneys’ fees in the amount
7 of \$175,000, in accordance with the Settlement Agreement.

8 9. The Claims Administrator shall pay Class Counsel’s attorneys’ costs in the
9 amount of \$11,808.40, in accordance with the Settlement Agreement.

10 10. Plaintiffs and all Class Members who have not opted out of the Settlement are
11 bound by the Settlement Agreement, release of Released Claims, this Final Approval Order, and
12 the Judgment. All Class Members who have not timely opted out of the Settlement shall be
13 permanently enjoined and forever barred from asserting any of the Released Claims against the
14 Released Parties, according to the terms of the Settlement.

15 11. A Judgment shall be entered in this action. The Judgment shall bind each Class
16 Member who has not opted out of the Settlement and shall operate as a full release and discharge
17 of the Released Claims against the Released Parties as set forth in the Agreement. All rights to
18 appeal the Judgment have been waived. The Judgment and this Final Approval Order shall have
19 *res judicata* effect and bar all Class Members who have not opted out of the Settlement, from
20 bringing or maintaining any action asserting Released Claims under the Agreement.

21 13. Neither the making of the Settlement Agreement nor the entry into the Settlement
22 Agreement constitutes an admission by Defendant, nor are this Final Approval order and the
23 Judgement a finding of the validity of any claims in the Complaint or of any other wrongdoing.
24 Further, the Settlement Agreement is not a concession, and shall not be used as an admission of
25 any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out
26 the terms of the Settlement Agreement be construed as an admission or concession by or against
27 Defendant or any related person or entity.

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

14. After entry of this Final Approval Order and entry of the Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration and interpretation of the Settlement Agreement and this Judgment.

15. Notice of entry of this Final Approval Order shall be given to Class Members by posting a copy of the Final Approval Order on Claims Administrator's website for no less than a period of sixty (60) calendar days after the date of entry of this Final Approval Order. The time for any appeal shall run from the Court's entry of this Final Approval Order.

IT IS SO ORDERED.

Dated: 12/28, 2017

Wilfred J. Schneider, Jr.

Honorable Wilfred J. Schneider, Jr.
Judge of the Superior Court of California