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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13
14 FOR THE COUNTY OF ORANGE

15 Brittany Cole, Melonie Goodrum, Andres Medina,
16 and Robert Stone, individuals, on behalf of
themselves and all others similarly situated,

17 Petitioners,

18 vs.

19 Universal Protection Service, LP, a California
20 limited partnership,

21 Respondent.
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Case No. 30-2018-00983886-CU-PA-CXC

**ORDER CONFIRMING ARBITRATION
AWARD AND FINAL JUDGMENT**

Hearing Date: June 1, 2018
Hearing Time: 10:00 a.m.

Dept.: CX105
Judge: Hon. Randall J. Sherman

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2 The parties having settled this action pursuant to a Joint Stipulation and Settlement of Class,
3 Collective, and Representative Action (“Settlement Agreement”) and the Arbitrator having issued a
4 Final Approval Order and Award approving the Settlement and good cause appearing therefor,

5 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

6 1. The Final Approval Order and Award was signed by the Arbitrator, Hon. Kevin J.
7 Murphy (Ret.), on March 22, 2018. The terms of the Final Approval Order and Award are as follows:

8 2. The Arbitrator found he had jurisdiction over the above captioned action in its entirety
9 (the “Action”), the Class Representatives, Respondent Universal Protection Service, LP, all aggrieved
10 employees, and all members of the Settlement Class, which is defined as follows:

11 Any person employed by Universal Protection Service, LP, or any successor, in
12 California as a non-exempt security professional (e.g. security guards, or like titles,
13 positions and/or duties) during the period from February 26, 2011 through November 22,
14 2017.

15 3. For purposes of settlement only, the Arbitrator certified the above Settlement Class and
16 found that the prerequisites to Class certification in arbitration under the Supplementary Rules for Class
17 Arbitration (“AAA Class Rules”) and under California Code of Civil Procedure §382 were satisfied. In
18 certifying the Settlement Class for settlement purposes, the Arbitrator specifically found that all
19 requirements for class certification under all the AAA Class Rules, California law and federal law were
20 satisfied.

21 4. The term “Settlement Agreement” shall refer to the Joint Stipulation and Settlement of
22 Class, Collective, and Representative Action and all terms herein shall have the same meaning as the
23 terms defined in the Settlement Agreement unless specifically provided herein.

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

- 1 (1) the strength of the claimants' case;
- 2 (2) the risk, expense, complexity, and likely duration of further litigation;
- 3 (3) the risk of maintaining class action status throughout the trial;
- 4 (4) the amount offered in settlement;
- 5 (5) the extent of discovery completed and the stage of the proceedings;
- 6 (6) the experience and views of counsel; and
- 7 (7) the reaction of the class members to the proposed settlement.

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

9 6. The Arbitrator considered the relevant factors and found that they support the final
10 approval of the Settlement and approved the provisions of the Settlement Agreement as fair, just,
11 reasonable and adequate to the Class Members. The parties and the Claims Administrator are directed
12 to perform in accordance with the terms set forth in the Settlement Agreement.

13 7. The Arbitrator found that the distribution by U.S. first-class mail of the Notice Packets
14 constituted the best notice practicable under the circumstances to all persons within the definition of the
15 Settlement Class and fully met the requirements of due process under the United States Constitution and
16 applicable state law. The Arbitrator found that based on evidence and other material submitted in
17 conjunction with the Final Approval Hearing, the actual notice to the Settlement Class was adequate.
18 These papers informed Class Members of the terms of the settlement, their right to claim a share of the
19 settlement proceeds, their right to object to the settlement or Class Counsel's Motion for Attorneys' Fees
20 and Costs and the Class Representative's Incentive Payment or to elect not to participate in the
21 Settlement and pursue their own remedies, and their right to appear in person or by counsel at the Final
22 Approval Hearing and be heard regarding approval of the settlement and Class Counsel's motion for
23 Attorneys' Fees and Costs and the Class Representative's Incentive Payment. The Arbitrator found that
24 adequate periods of time were provided by each of these procedures. No Class Members objected to the
25 Settlement Agreement or Class Counsel's motion for Attorneys' Fees and Costs or the proposed Class
26 Representatives' Incentive Payment, and only one hundred and thirty-three (133) Class Members
27 (approximately 0.176% of the settlement class) opted out of the Settlement.

28 8. Upon entry of this Judgment, the Class Representatives, aggrieved employees, and Class
Members, other than those who submitted timely and valid Opt-Out Letters and regardless of whether
they have submitted a valid Claim Form, hereby release Respondent and the Released Parties (as defined

1 in the Settlement Agreement) from the Released Claims (as defined in the Settlement Agreement).

2 FLSA Claims shall only be released by the Class Representatives and Class Members who submitted
3 valid claim forms.

4 9. Upon entry of this Judgment, the Class Members, Class Representatives, aggrieved
5 employees, and Class Counsel shall be deemed to have released all claims for attorneys' fees, costs, and
6 any and all other moneys, liabilities or penalties incurred in connection with the Action and the
7 Settlement of the Action.

8 10. Upon entry of this Judgment, the Class Representatives and Class Members might be
9 barred by virtue of res judicata and/or collateral estoppel from prosecuting any of the Released Claims
10 against the Respondent and Released Parties.

11 11. The Arbitrator found that the plan of allocation for the shares of the Net Settlement
12 Amount as set forth in the Settlement Agreement is fair and reasonable and that distribution of the Net
13 Settlement Amount shall be made in accordance with the terms outlined in the Settlement Agreement.

14 12. The Arbitrator appointed Robert Stone, Brittany Cole, Andres Medina, and Melonie
15 Goodrum as Class Representatives for purposes of settlement.

16 13. The parties have agreed for the Claims Administrator to pay from the Maximum
17 Settlement Amount of \$30,000,000.00: (i) the Claims Administrator its reasonable fees for its services;
18 (ii) the PAGA Penalty Payment to the LWDA; (iii) the Incentive Payment to the Class Representatives
19 to reimburse them for their valuable services to the Settlement Class; (iv) class counsel's attorneys' fees
20 and costs; and (v) payments to the participating class members of no less than 70 percent of the net
21 settlement amount (the "Minimum Guaranteed Settlement Fund").

22 14. The Arbitrator approved the payment of settlement administration costs in the amount of
23 \$221,000 to ILYM Group, Inc., the Claims Administrator, for services rendered in this matter.

24 15. The Arbitrator approved the payment of the PAGA Penalty to the LWDA in the amount
25 of \$225,000.

26 16. The Arbitrator approved the Incentive Payment to each of the Class Representatives in
27 the amount of \$15,000.
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1 17. The Arbitrator confirmed the law firms of Peter R. Dion-Kindem, P.C., Blumenthal,
2 Nordrehaug & Bhowmik, LLP, Protection Law Group, LLP, The Blanchard Law Group, APC, Law
3 Offices of J.D. Henderson, Alireza Alivandivafa and John F. McCarthy as Class Counsel and awarded to
4 Class Counsel the amount of \$10,000,000 for attorneys' fees. The Arbitrator found that Class Counsel
5 advanced legal theories on a contingent-fee basis, that their efforts resulted in a substantial monetary
6 recovery for the Settlement Class and that the requested attorneys' fees awarded are reasonable after
7 considering the lodestar calculation. The Arbitrator ordered the Claims Administrator to wire these
8 funds to Class Counsel in accordance with the terms of the Settlement Agreement and the instructions of
9 Class Counsel.

10 18. The Arbitrator found that the costs incurred by Class Counsel in the amount of
11 \$69,787.03 are reasonable and ordered the Claims Administrator to pay such costs in accordance with
12 the terms of the Settlement Agreement as follows:

| | |
|----------------------------------|-------------|
| Peter R. Dion-Kindem, P.C. | \$9,924.18 |
| The Blanchard Law Group, APC | \$7,768.85 |
| Blumenthal, Nordrehaug & Bhowmik | \$14,669.73 |
| Protection Law Group, LLP | \$28,792.85 |
| Law Offices of J.D. Henderson | \$8,592.40 |
| Holmes Law Group, APC | \$39.00 |
| | <hr/> |
| | \$69,787.01 |

19 19. Based on these findings of the Arbitrator and the Arbitrator's Final Approval Order and
20 Award, the Court confirms the Final Approval Order and Award pursuant to Code of Civil Procedure
21 Section 1285 and California Labor Code section 2699, *et seq.* in all respects and hereby enters Judgment
22 based on the Final Approval Order and Award. Within 15 calendar days of the Effective Date (as
23 defined in the Settlement Agreement) Universal Protection Service, LP shall make a one-time deposit
24 into a Qualified Settlement Amount all claimed and approved amounts as set forth below:

- 25 • Attorneys' fees in the Amount of \$10,000,000.00
 - 26 • Attorneys' costs in the amount of \$69,787.01
 - 27 • PAGA Payment in the amount of \$225,000.00
- 28

- Claims Administrator payment in the amount of \$221,000.00
- Class Representative Enhancement Payments in the total amount of \$60,000.00
- Minimum Guaranteed Settlement Fund of \$13,590,500.00

20. Within 14 calendar days of the funding of the Settlement, the Claims Administrator shall issue payment of \$10,000,000 to class counsel for attorneys' fees and \$69,787.01 to class counsel as reimbursement for necessary costs and expenses. Payment of \$225,000 shall be issued to the California Labor and Workforce Development Agency ("LWDA") for penalties pursuant to the California Labor Code under the Private Attorney's General Act ("PAGA"). ILYM Group, Inc. shall issue itself a payment of \$221,000 for services performed and to be performed. The Class Representatives shall each receive an enhancement payment of \$15,000. The Minimum Guaranteed Settlement Fund of \$13,590,500 shall be distributed to the Participating Class Members who submitted a valid claim form.

21. Except as set forth in this Judgment, the Settlement Agreement and the Final Approval Order and Award, Petitioners Brittany Cole, Melonie Goodrum, Andres Medina, and Robert Stone ("Petitioners"), and all Class Members, shall take nothing by their Complaint in this Action.

22. Each party shall bear its own attorneys' fees and costs, except as otherwise provided in this Judgment, the Settlement Agreement and the Final Approval Order and Award.

23. The Parties are ordered to effectuate the Settlement pursuant to the terms of this Judgment, the Settlement Agreement and the Final Approval Order and Award.

24. ILYM Group, Inc. is ordered to provide notice to the Settlement Class of the Final Approval Order and Judgment pursuant to California Rule of Court 3.771(b) by posting the Final Approval Order and Judgment online at www.upssettlement.com

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1 25. Without affecting the finality of the Judgment in any way, the Court reserves exclusive
2 and continuing jurisdiction over the action and the Parties for purposes of supervising the
3 implementation, enforcement, construction, administration and effectuation of the Settlement Agreement
4 and distribution process under California Code of Civil Procedure § 664.6 and California Rules of
5 Court, Rule 3.769(h), to ensure compliance with the Settlement Agreement and this Judgment.

6 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

7 **Date Judge Signed: July 20, 2018**



8
9 HON. RANDALL J. SHERMAN
10 JUDGE, SUPERIOR COURT OF CALIFORNIA

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