

Attorneys for Plaintiff Henry Luna and all other similarly situated persons

HENRY LUNA, on behalf of himself and all others similarly situated

VS.

Defendants.

Action Filed: March 7, 2016
Trial Date: None Set

///

1
2 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN:**

3 PLEASE TAKE NOTICE that on January 22, 2019, the Honorable Amy Hogue in
4 Department SSC-9 of the Los Angeles Superior Court issued an Order Granting Final Approval
5 of Class Action Settlement and Motion for Attorneys' Fees and Costs, attached hereto as
6 **Exhibit A**. In addition, the Honorable Amy Hogue signed the attached Judgment, attached
7 hereto as **Exhibit B**.

8
9 DATED: January 29, 2019

VERUM LAW GROUP, APC

10
11 

12 Sam Kim

13 Yoonis Han

14 Attorneys for Plaintiff Henry Luna, and all other
15 similarly situated persons
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

COPY

Sam Kim (SBN 258467)
Yoonis Han (SBN 256151)
VERUM LAW GROUP, APC
841 Apollo St., Suite 340
El Segundo, California 90245
Telephone: (424) 320-2000
Facsimile: (424) 221-65010
skim@verumlgroup.com

CLERK OF COURT
Superior Court of California
County of Los Angeles

JAN 23 2019

Sherri R. Carter, Executive Clerk/Clerk
By Nelli M. Raya, Deputy

Attorneys for Plaintiff HENRY LUNA, and all other similarly
situated Persons

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
LOS ANGELES - SPRING STREET COURTHOUSE**

HENRY LUNA, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

VERNON SECURITY, INC., a California
Corporation; SUPERIOR PROTECTION
SERVICES CA, INC., a California Corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: BC612855

Assigned for All Purposes to:
The Hon. John Shepard Wiley Jr.
Dept: SSC-9

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES AND COSTS**

Date: January 9, 2019
Time: 10:00 a.m.

Filed: March 7, 2016
Trial Date: None Set

RECEIVED
LOS ANGELES SUPERIOR COURT
JAN 14 2019
I. LOVO

This matter came on for hearing on January 9, 2019 at 10:00 a.m. in Department SSC-9 of the above-entitled Court located at 132 North Spring Street, Los Angeles, CA 90012, on the Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees and Costs (collectively, "Motions"). Plaintiff HENRY LUNA ("Plaintiff") appeared through his attorneys of record. Defendants VERNON SECURITY, INC. and SUPERIOR PROTECTION SERVICES CA, INC. (hereinafter "Defendants") appeared through their attorneys of record.

Having fully reviewed and considered the Motions and moving papers, and having analyzed the Stipulation for Class Action Settlement, Amended Stipulation for Class Action Settlement, and

1 Addendum to the Amended Stipulation for Class Action Settlement, attached as Exhibit A, B, and C,
2 respectively, to the Declaration of Sam Kim (collectively, "Settlement" or "Settlement Agreement")
3 filed concurrently with the Motions, and the record and proceedings herein, having determined that the
4 Settlement is fair, adequate, and reasonable, and otherwise being fully informed, the Court finds,
5 concludes, and hereby orders as follows:

6 1. This Order Granting Final Approval of Class Action Settlement incorporates by
7 reference the definitions set forth in the Settlement Agreement, attached to the Declaration of Sam Kim
8 filed with the Motions, and all terms used herein shall have the same meanings as set forth in the
9 Settlement Agreement.

10 2. The Court hereby approves the terms set forth in the Settlement Agreement and finds
11 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and in the best interests
12 of the Class, and directs the Parties to effectuate the Settlement Agreement according to its terms. The
13 Court has jurisdiction over the subject matter of this proceeding and over all Parties to this proceeding,
14 including Class Members.

15 3. The Court certifies the Class under California Code of Civil Procedure section 382 for
16 purposes of settlement only based on the reasons set forth in this Order, and defined as follows:

17 All current and former non-exempt security guards employed by Defendants in the State
18 of California during the Class Period ("Class Members").

19 4. Each Settlement Class Member will release Defendants Vernon Security, Inc., Dan
20 Vincent in his individual capacity, Superior Protection Services, CA and any and all shareholders,
21 members, agents (including, without limitation, any investment bankers, accountants, insurers,
22 reinsurers, attorneys and any past, present, or future officers, directors, and employees) predecessors,
23 successors, assigns, and related persons and entities ("Released Parties"), from:

24 All claims for wages, statutory and civil penalties, damages, interest, restitution, attorneys' fees
25 and costs that were or could have been alleged based on the factual allegations contained in the
26 operative complaint at any time between March 7, 2012 through the preliminary approval of the
27 settlement or December 31, 2017, whichever occurs first." ("Released Claims").
28

1 5. In addition to the Released Claims, Plaintiff acknowledges that he is aware that he or his
2 attorneys may hereafter discover claims or facts in addition to or different from those now known or
3 believed to be true with respect to the subject matter of this Settlement Agreement and/or the Released
4 Claims. Plaintiff hereby fully releases and forever discharges the Released Parties from "any and all
5 claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever,
6 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation
7 of any state or federal statute, rule or regulation, arising out of, relating to, or in connection with any act
8 or omission by or on the part of any of the Released Parties committed or omitted prior to the Effective
9 Date, including to the fullest extent permitted by law, the provisions, rights, and benefits of Section
10 1542 of the California Civil Code, or any other similar provision under federal or state law, which
11 provides:

12 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
13 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR
14 AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR
15 HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
16 THE DEBTOR.

17 Plaintiff expressly waives the provisions of §1542 with full knowledge and with the specific
18 intent to release all known or unknown, suspected or unsuspected claims arising on or before the
19 Effective Date of the Settlement, and therefore specifically waive the provisions of any statute, rule,
20 decision or other source of law of the United States or of any state of the United States or any
21 subdivision of a state which prevents release of unknown claims.

22 6. The distribution of the Notice of Proposed Class Action Settlement ("Class Notice") to
23 the Class as set forth in the Settlement Agreement has been completed in conformity with the
24 Preliminary Approval Order. The Class Notice provided adequate notice of the proceedings and about
25 the case, including the proposed settlement terms as set forth in the Settlement Agreement. The Class
26 Notice fully satisfied due process requirements. The Class Notice was sent via U.S. Mail to all persons
27 entitled to such notice and to all Class Members who could be identified through reasonable effort. As
28 executed, the Class Notice as the best notice practicable under the circumstances. Class Members were

1 afforded the opportunity to exclude themselves or object to the Settlement. No Class Member objected
2 to the Settlement, and one valid Request for Exclusion was filed by Crecencio Vasquez.

3 7. The Court finds that the Settlement Agreement has been reached as a result of informed
4 and non-collusive arms-length negotiations. Consummation of the Settlement in accordance with the
5 terms and provisions of the Settlement Agreement is therefore approved. The Settlement Agreement
6 shall be binding upon all Class Members who did not timely opt out.

7 8. The Settlement Agreement is not an admission by Defendants, nor is this Order a
8 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the
9 Settlement Agreement, or any document referred to herein, or any action taken to carry out the
10 Settlement Agreement, shall be construed or deemed to be an admission of liability, culpability,
11 negligence, or wrongdoing on the part of Defendants.

12 9. The Gross Settlement Amount is Two Hundred Fifty Thousand Dollars and Zero Cents
13 (\$250,000.00). This amount excludes any employer taxes that may be owed under this Settlement.
14 Defendants VERNON SECURITY and SUPERIOR shall fund the Gross Settlement Amount in twelve
15 (12) equal monthly installments of \$ 20,833.33, beginning on the 30th day following the Effective Date.

16 10. The Settlement Administrator shall disburse the payments that are to be made pursuant
17 to the Settlement Agreement. The disbursements shall be made as follows:

- 18 • First Disbursement of Funds – On the date that is nine months following the Effective
19 Date, the Settlement Administrator shall issue the Individual Settlement Payments to
20 Settlement Class Members in the form of a check (“Check”).
- 21 • Second Disbursement of Funds – On the date that is thirteen months following the
22 Effective Date, the Settlement Administrator shall issue (i) the Class Representative
23 Service Award to Plaintiff, (ii) the Settlement Administration Costs to the Settlement
24 Administrator, and (iii) the Class Counsel Award to Class Counsel.

25 11. The Court hereby confirms that Plaintiff HENRY LUNA is approved as the Class
26 Representative in this Action. The Court further awards an enhancement award of \$7,500.00 to
27 Plaintiff HENRY LUNA. The payment of the enhancement award to the Class Representative shall be
28 made in accordance with the terms of the Settlement Agreement.

1 12. The Court hereby approves Sam Kim of Verum Law Group, APC as Class Counsel, and
2 awards attorneys' fees in the amount of \$83,333.33 and for costs in the amount of \$10,751.45. These
3 amounts shall be final payment for and completely satisfy any and all attorneys' fees and costs incurred
4 by and/or owed to Class Counsel. The Court finds that Class Counsel's requested attorneys' fees and
5 costs fall within the range of reasonableness. The payment of fees and costs to Class Counsel shall be
6 made in accordance with the Settlement Agreement.

7 13. The Court further approves the payment of \$10,000.00 to Phoenix Settlement
8 Administrators for the fees and costs of administering the Settlement as set forth in the Settlement
9 Agreement. The payment authorized by this paragraph shall be paid in accordance with the terms of
10 the Settlement Agreement.

11 14. The Settlement Administrator shall promptly calculate and mail the checks to those
12 Class Members who have not properly opted out and cause to be paid the attorneys' fees, costs,
13 enhancements as approved by the Court and in accordance with the terms of the Settlement Agreement.
14 Class Members must cash the Checks within One Hundred Eighty (180) days. Any Check that is not
15 negotiated within One Hundred Eighty (180) days of mailing to a Settlement Class Member, or that is
16 undeliverable, shall be distributed as follows: One Hundred-percent to the Salvation Army. The Court
17 finds that there is good cause pursuant to Code of Civil Procedure section 384 to transmit Unclaimed
Funds in this manner.

18 15. The Parties agree that, upon final approval of the Settlement, the Court shall enter
19 Judgment on the terms set forth herein. The Court shall have continuing jurisdiction over the
20 construction, interpretation, implementation and enforcement of the Settlement Agreement according to
21 its terms, and over the administration and distribution of the settlement proceeds.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 16. The Order shall be entered pursuant to the Settlement Agreement and is intended to
2 effectuate the settlement as more fully described in the Settlement Agreement. In the event that the
3 Settlement does not become effective in accordance with the terms of the Settlement Agreement, then
4 this Order shall be rendered null and void to the extent provided by and in accordance with the
5 Settlement Agreement and shall be vacated.

6 **IT IS SO ORDERED.** *N*

7 DATED: January *27*, 2019

AMY D. HOGUE

Judge of the Superior Court

EXHIBIT B

1 Sam Kim (SBN 258467)
2 Yoonis Han (SBN 256151)
3 **VERUM LAW GROUP, APC**
4 841 Apollo St., Suite 340
5 El Segundo, California 90245
6 Telephone: (424) 320-2000
7 Facsimile: (424) 221-65010
8 skim@veruml.com

COPY

COMMUNED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JAN 23 2019

9 Attorneys for Plaintiff HENRY LUNA, and all other similarly situated Persons
10 Sherri B. Carter, Executive Officer/Clerk
11 By Nelli M. Ravn, Deputy

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **LOS ANGELES - SPRING STREET COURTHOUSE**

14 HENRY LUNA, on behalf of himself and all
15 others similarly situated,

Case No.: BC612855

16 Plaintiff,

Assigned for All Purposes to:
The Hon. John Shepard Wiley Jr.
Dept: SSC-9

17 vs.

[PROPOSED] JUDGMENT

18 VERNON SECURITY, INC., a California
19 Corporation; SUPERIOR PROTECTION
20 SERVICES CA, INC., a California Corporation;
21 and DOES 1 through 100, inclusive,

Filed: March 7, 2016
Trial Date: None Set

22 Defendants.

RECEIVED
LOS ANGELES SUPERIOR COURT

JAN 14 2019

I. LOVO

23 Pursuant to the Order Granting Motion for Final Approval of Class Action Settlement ("Final
24 Approval Order"), JUDGMENT IS HEREBY ENTERED AS FOLLOWS:

25 1. This Judgment incorporates by reference the definitions in the Stipulation for Class
26 Action Settlement, Amended Stipulation for Class Action Settlement, and Addendum to the
27 Amended Stipulation for Class Action Settlement (collectively, "Settlement" or "Settlement
28 Agreement"), attached as Exhibit A, B, and C, respectively, to the Declaration of Sam Kim filed on
December 10, 2018 and all terms defined therein shall have the same meaning as set forth in the
Settlement Agreement. Pursuant to Rule 3.769 (h) of the California Rules of Court, the Court hereby

1 enters judgment consistent with and expressly set forth in the Settlement Agreement in the above-
2 entitled case for Plaintiff Henry Luna and the Class Members who did not exclude themselves from
3 the Settlement and who are identified in the class list provided to the Settlement Administrator.

4 2. The one Class Member who opted out of the Settlement is Crecencio Vasquez.

5 3. The Class Members bound this Judgement include "All current and former non-
6 exempt security guards employed by Defendants in the State of California during the Class Period,"
7 who did not opt-out as provided in this Settlement Agreement, or any person who previously released
8 the Released Claims under a separate agreement. ("Settlement Class Members"). The Class Period
9 means the period from March 7, 2012 through the preliminary approval of the settlement or
10 December 31, 2017, whichever occurs first.

11 4. The scope of the release for Settlement Class Members is as follows: All claims for
12 wages, statutory and civil penalties, damages, interest, restitution, attorneys' fees and costs that were
13 or could have been alleged based on the factual allegations contained in the operative complaint at
14 any time between March 7, 2012 through the preliminary approval of the settlement or December 31,
15 2017, whichever occurs first." ("Released Claims").

16 5. In addition, each Settlement Class Member will release Defendants Vernon Security,
17 Inc., Dan Vincent in his individual capacity, Superior Protection Services, CA and any and all
18 shareholders, members, agents (including, without limitation, any investment bankers, accountants,
19 insurers, reinsurers, attorneys and any past, present, or future officers, directors, and employees)
20 predecessors, successors, assigns, and related persons and entities ("Released Parties").

21 6. The Settlement Class Members' payments shall be made from the Net Settlement
22 Amount according to the terms of the Settlement Agreement. The Net Settlement Amount is equal to
23 the Gross Settlement Fund of \$250,000.00, minus the following payments, which shall also be made
24 pursuant to the terms of the Settlement Agreement:

- 25 a. Attorneys' fees in the amount of \$83,333.33 to Class Counsel;
- 26 b. Costs in the amount of \$10,751.45 to Class Counsel;
- 27 c. Enhancement award of \$7,500.00 to Plaintiff HENRY LUNA;
- 28 d. Administration fees of \$10,000.00 to Phoenix Settlement Administrators.

1 7. Any Check that is not negotiated within One Hundred Eighty (180) days of mailing to a
2 Settlement Class Member, or that is undeliverable, shall be distributed as follows: One Hundred-
3 percent to the Salvation Army. The Court finds that there is good cause pursuant to Code of Civil
4 Procedure section 384 to transmit Unclaimed Funds in this manner.

5 8. Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the
6 California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action,
7 the Class Representative, members of the Class, and Defendants for the purposes of: (a) supervising
8 the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the
9 Final Approval Order, and this Judgment; and (b) supervising distribution of amounts paid under this
10 Settlement.

11 DATED: January 22, 2019

AMY D. HOGUE
Judge of the Superior Court

1 **PROOF OF SERVICE**

2 CCP §1013a (3)

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of
5 eighteen years and not a party to the within action; my business address is 841 Apollo Street, Suite
6 340, El Segundo, California 90245

7 On the date below, I served the foregoing document(s), described as: **NOTICE OF ENTRY**
8 **OF ORDER AND JUDGMENT RE: FINAL APPROVAL OF CLASS ACTION**
9 **SETTLEMENT** on each of the interested parties in this action by placing ☐ the original ☒ a true
copy thereof enclosed in sealed envelopes addressed as follows (or as addressed on the attached
mailing list):

10 Attorneys for Defendant Vernon Security, Inc.
11 Superior Protection Services CA, Inc.

12 Stephanie P. Alexander
13 SMITH LC
14 3161 Michaelson Dr., Suite 925
Irvine, CA 92612
Email: salexander@smith-lc.com

15 ☒ **(CASE ANYWHERE)** Based on a court order or an agreement of the parties to accept service
16 by electronic transmission using Case Anywhere, I caused the documents to be sent to the persons
17 at the electronic notification addresses listed above (or on the attached service list). I did not
18 receive, within a reasonable time after the transmission, any electronic message or other indication
that the transmission was unsuccessful.

19 Executed on January 29, 2019, at El Segundo, California.

20
21 _____
22 Jessica Cardenas

23
24
25
26
27
28

Signature