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8

9 **SUPERIOR COURT OF CALIFORNIA**
10 **COUNTY OF SAN MATEO**
11

12 JAMES RUSHING, individually and on behalf
13 of all others similarly situated,

14 Plaintiff,

15 v.

16 SECURITY INTELLIGENCE SPECIALIST
CORPORATION and DOES 1 through 100,

17 Defendants.
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ENDORSED FILED
SAN MATEO COUNTY

JAN 24 2020

Clerk of the Superior Court
By TERRI MARAGOULAS
DEPUTY CLERK

Electronically
RECEIVED

1/10/2020

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

Case No. 18-CIV-01808

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Marie S. Weiner

Department 2

CLASS ACTION

[PROPOSED] JUDGMENT

Date: January 24, 2020

Time: 2:00 p.m

Dept.: 2

Judge: Hon. Marie S. Weiner

Complaint Filed: April 11, 2018

Trial Date: None Set

1 The motion for final approval of the class action settlement between Plaintiff James
2 Rushing and Defendant Security Intelligence Specialist Corporation in the above-entitled matter,
3 having come on for hearing on January 24, 2020 at 2:00 pm before the Honorable Marie S.
4 Weiner, in Department 2 of the San Mateo County Superior Court, and the Court having
5 considered the papers filed in support of the motion, which motion is unopposed, and good
6 cause appearing therefore:

7 **IT IS HEREBY ORDERED:**

8 1. The terms used in this Judgment shall have the same meaning as those terms used in the
9 Second Amended Stipulation of Settlement and Release (the "Agreement") unless otherwise
10 specified herein.

11 2. The Court finds that the distribution of the Notice as provided for in the Preliminary
12 Approval Order constituted the best notice practicable under the circumstances to all persons
13 within the definition of Class Members in accordance with California Rule of Court, Rule 3.769,
14 and fully met the requirements of due process under the United States Constitution. Based on
15 evidence and other material submitted in conjunction with the settlement hearing the Notice was
16 adequate.

17 3. The Court finds that the instant litigation presented a good faith dispute over whether
18 Class Members were denied rest or meal breaks, denied adequate wage statements, denied
19 waiting time penalties, and denied sick leave, and whether said Class members were owed any
20 additional sums based on the theories set forth in the lawsuit.

21 4. The Court approves the Agreement and each of the releases and other terms, as fair, just,
22 reasonable and adequate as to the settling parties. The settling parties are directed to perform in
23 accordance with the terms set forth in the Agreement.

24 5. Solely for purposes of effectuating the settlement as set forth in the Agreement, this
25 Court has certified the Settlement Class as defined in the Preliminary Approval Order, and the
26 Court deems this sufficient for purposes of due process and California Code of Civil Procedure
27 Section 382.

28 6. With respect to the Settlement Class, and for purposes of approving this settlement only,

1 this Court finds and concludes that: (a) the members of the Settlement Class are ascertainable
2 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
3 fact common to the Settlement Class, and there is a well-defined community of interest among
4 the members of the Settlement Class with respect to the subject matter of the litigation; (c) the
5 claims of Plaintiff are typical of the claims of the Settlement Class; (d) Plaintiff has adequately
6 and fairly protected the interests of the Settlement Class; (e) a class action is superior to other
7 available methods for an efficient adjudication of this controversy; and (f) the counsel or record
8 for Plaintiff, i.e., Class Counsel, is qualified to serve as counsel for Plaintiff in his individual
9 and representative capacities for the Settlement Class.

10 7. By this Judgement, each member of the Settlement Class who did not opt out or exclude
11 themselves from the class, including Plaintiff, shall be deemed to have, and by operation of law
12 shall have, fully, finally, and forever released, relinquished and discharged all claims covered by
13 the release in the Agreement. *Opt-outs are Tighy Trent and Kenyatta Perkins.*

MM 14 8. The Court approves Class Counsel's reasonable attorneys' fees of ~~\$160,000~~ and costs in
15 the amount of \$10,000, payable from the gross amount of the settlement proceeds, and in
16 accordance with the terms of the Agreement. The claims administrator, Phoenix Settlement
17 Administrators ("PSA"), shall be paid the sum of \$12,500 from the gross amount of the
18 settlement proceeds, and Plaintiff shall be paid an enhancement award of \$10,000 from the gross
19 amount of the settlement proceeds. In light of the work done by counsel for Plaintiff, and the
20 results achieved, and considering applicable legal authority, the Court finds that the fees and
21 costs requested are reasonable. Given the results achieved, the risks undertaken, and the efforts
22 of Plaintiff described in the moving papers, the request for incentive payments to Plaintiff are
23 also approved.

24 9. The Court Approves the PAGA Payment of \$13,125, representing 75% of the PAGA
25 Settlement, to be paid to the Labor and Workforce Development Agency from the Gross
26 Settlement Amount. The PAGA payment shall be made by the claims administrator in
27 accordance with the terms of the settlement.

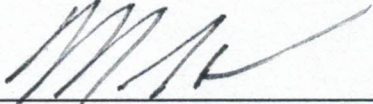
28 10. Defendant is directed to make all payments, in accordance with the terms of the

1 Agreement, including any which must be made to the Claims Administrator, and the Claims
2 Administrator is directed to release the sums approved once these funds have been deposited
3 subsequently to entry of this Judgment, in accordance with the terms of the Agreement. ~~The~~
4 ~~total amount that will be payable to all class members if all class members are paid the amount~~
5 ~~to which they are entitled pursuant to this judgment is \$274,375~~

6 11. Pursuant to California Rule of Court, Rule 3.769(h), the Court hereby retains jurisdiction
7 over the settling parties to enforce the terms of this judgment, including the implementation,
8 enforcement, construction, administration, and interpretation of the Agreement, the Preliminary
9 Approval Order, and this Judgement.

10 12. Plaintiff shall give notice of entry of Judgment, and
11 give notice to the LWDA.
12 IT IS SO ORDERED.

13 Dated: 1/24, 2020



The Hon. Marie S. Weiner
Judge, Superior Court