

FILED

JAN 24 2023

**JAMES M. KIM, Court Executive Officer
MARIN COUNTY SUPERIOR COURT**

By: *J. Berg, Deputu*) b(1)

1 Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
2 Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF MARIN**

10 MARGARET TAYLOR, individually, and on
11 behalf of other members of the general public
12 similarly situated and other aggrieved
employees pursuant to the California Private
Attorneys General Act,

13 Plaintiff,

14 vs.

15 BARBIER SECURITY GROUP, a California
16 corporation; and DOES 1 through 100,
inclusive,

17 Defendants.

Case No.: 2000399

Honorable Stephen Freccero
Department A

CLASS ACTION

(CPR)

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: January 24, 2023
Time: 1:30 p.m.
Department: A

Complaint Filed: January 31, 2020
FAC Filed: June 23, 2022
Trial Date: None Set

1 This matter has come before the Honorable Stephen Freccero in Department A of the
2 above-entitled Court, located at Marin County Superior Court, 3501 Civic Center Drive, San
3 Rafael, California 94903, on Plaintiff Margaret Macedo's (formerly Margaret Taylor) ("Plaintiff")
4 Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Enhancement
5 Payment ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiff,
6 and Medina McKelvey LLP appeared on behalf of Defendant Barbier Security Group
7 ("Defendant").

8 On September 13, 2022, the Court entered the Order Granting Preliminary Approval of
9 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
10 settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class
11 Action Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement
12 Agreement"), which, together with the exhibits annexed thereto, set forth the terms and conditions
13 for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Settlement Class Members
20 asserted in this proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Settlement Class and the Settlement. The Court hereby makes final its earlier provisional
24 certification of the Settlement Class for settlement purposes, as set forth in the Preliminary
25 Approval Order. The Settlement Class is hereby defined to include:

26 All current and former hourly-paid or non-exempt employees who worked for
27 Defendant within the State of California at any time during the period from
28 January 31, 2016 through July 1, 2022 ("Class" or "Class Members").

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

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Settlement Class as a
11 whole. More specifically, the Court finds that the Settlement was reached following meaningful
12 discovery and investigation conducted by *Lawyers for Justice, PC* (“Class Counsel”); that the
13 Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the
14 parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In
15 so finding, the Court has considered all of the evidence presented, including evidence regarding
16 the strength of Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the
17 likely duration of further litigation; the amount offered in the Settlement; the extent of
18 investigation and discovery completed; and the experience and views of Class Counsel. The Court
19 has further considered the absence of objections to the Settlement submitted by Class Members.
20 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
21 Settlement Agreement and the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
26 validly opt out of the Settlement (“Settlement Class Member”) are bound by the Class Settlement
27 and by this order and judgment (“Final Approval Order and Judgment”) and the State of
28 California and all current and former hourly-paid or non-exempt employees who worked for

1 Defendant within the State of California at any time during the period from August 31, 2020
2 through July 1, 2022 (“PAGA Group Members”) are bound by the PAGA Settlement and this Final
3 Approval, Order and Judgment.

4 7. The Court finds that Class Members Darrel Massey and Gabriel Bravo Gallardo,
5 have timely and validly opted out of the Settlement and will not be bound by this Final Approval
6 Order and Judgment.

7 8. The Court finds that payment of Administration Costs in the amount of \$11,000.00
8 is appropriate for the services performed and costs incurred and to be incurred for the notice and
9 settlement administration process. It is hereby ordered that the Settlement Administrator, Phoenix
10 Settlement Administrators, shall issue payment to itself in the amount of \$11,000.00, in accordance
11 with the terms and methodology set forth in Settlement Agreement.

12 9. The Court finds that the Enhancement Payment sought is fair and reasonable for
13 the work performed by Plaintiff on behalf of the Class, the State of California, and PAGA Group
14 Members. It is hereby ordered that the Settlement Administrator issue payment in the amount of
15 \$7,000.00 to Plaintiff Margaret Macedo for her Enhancement Payment, according to the terms and
16 methodology set forth in the Settlement Agreement.

17 10. The Court finds that the settlement of the Released PAGA Claims for the total
18 amount of Seventy Thousand Dollars (\$70,000.00) which is designated and allocated as penalties
19 under the California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair,
20 reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute
21 the PAGA penalties as follows: the amount of \$52,500.00 to the California Labor and Workforce
22 Development Agency, and the amount of \$17,500.00 to PAGA Group Members, in accordance
23 with the terms and methodology set forth in the Settlement Agreement.

24 11. The Court finds that the request for attorneys’ fees in the amount of \$248,500.00 to
25 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
26 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
27 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
28 amount of \$248,500.00 to Class Counsel for attorneys’ fees, in accordance with the terms and

1 methodology set forth in the Settlement Agreement.

2 12. The Court finds that reimbursement of litigation costs and expenses in the amount
3 of \$24,502.95 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
4 Settlement Administrator issue payment in the amount of \$24,502.95 to Class Counsel for
5 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
6 forth in the Settlement Agreement.

7 13. The Court hereby enters Judgment by which Settlement Class Members shall be
8 conclusively determined to have given a release of any and all Released Class Claims against the
9 Released Parties, and the State of California and all PAGA Group Members shall be conclusively
10 determined to have given a release of any and all Released PAGA Claims against the Released
11 Parties, as set forth in the Settlement Agreement and Class Notice.

12 14. It is hereby ordered that Defendant shall deposit fifty percent (50%) of the
13 Maximum Settlement Amount into an interest-bearing account established by the Settlement
14 Administrator within twenty (21) calendar days after the Effective Date, in accordance with the
15 terms and methodology set forth in the Settlement Agreement.

16 15. It is hereby ordered that Defendant shall deposit the remaining fifty percent (50%)
17 of the Maximum Settlement Amount into an interest-bearing account established by the Settlement
18 Administrator within one (1) year of the Effective Date, in accordance with the terms and
19 methodology set forth in the Settlement Agreement.

20 16. It is hereby ordered that the Settlement Administrator shall distribute Individual
21 Settlement Payments to the Settlement Class Members within ten (10) calendar days after
22 Defendant fully funds the Maximum Settlement Amount, according to the methodology and terms
23 set forth in the Settlement Agreement.

24 17. Each check issued to a Settlement Class Member for his or her Individual
25 Settlement Payment and each check issued to a PAGA Group Member for his or her Individual
26 PAGA Payment shall be valid for a period of one hundred and eighty (180) calendar days from
27 the date of issuance of the check, and after this time period, the check(s) shall be cancelled. The
28 funds associated with checks issued to Settlement Class Members and PAGA Group Members that

1 have not been cashed or deposited within the 180-day period shall be transmitted to the Legal Aid
2 at Work. Prior to transmitting the funds from uncashed checks to Legal Aid at Work, the Parties
3 shall submit a stipulation and proposed order to the Court complying with California Code of Civil
4 Procedure section 384's amended provisions as to *cy pres* beneficiaries.

5 18. After entry of this Final Approval Order and Judgment, pursuant to California Rules
6 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
7 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
8 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
9 any dispute arising from or in connection with the distribution of settlement benefits.

10 19. Notice of entry of this Final Approval Order and Judgment shall be given to the
11 Settlement Class Members by posting a copy of the Final Approval Order and Judgment on
12 Phoenix Settlement Administrators' website for a period of at least sixty (60) calendar days after
13 the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

14
15 Dated: JANUARY 24, 2023


HONORABLE STEPHEN FRECCERO
JUDGE OF THE SUPERIOR COURT