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FILED
San Francisco County Superior Court

JAN 8 2020

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

PREPARED BY COUNSEL

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

WILLIAM WEST, JR.; CHRISTOPHER ANDINO; and BRANDY HUFFMAN; as individuals and on behalf of all others similarly situated,

Plaintiffs,

vs.

CONTEMPORARY SERVICES CORPORATION, a California limited liability company; and DOES 1 through 100, inclusive,

Defendants.

ANGELA JOHNSON, EDWIN MERINO, as individuals and on behalf of all others similarly situated,

Plaintiffs,

vs.

CONTEMPORARY SERVICES CORPORATION and DOES 1-100,

Defendants.

Case No. Case No. CGC-10-502191
[Consolidated for all purposes with Case No.: CGC-16-552354]

~~PROPOSED~~ FINAL ORDER AND JUDGMENT

FINAL APPROVAL HEARING:

Date: January 8, 2020
Time: 9:30 a.m.
Dept. 302

[Per order no reservation required.]

1 The Motion for Final Approval of Class Action Settlement of plaintiffs William West, Jr.,
2 Brandy Huffman, Angela Johnson, Edwin Merino and Yaree Collins (“Plaintiffs”) came on for hearing
3 on January 8, 2020. Due and adequate notice having been given to the Class, as defined below, and
4 the Court, having considered Plaintiffs’ motion and all papers filed in support thereof, including the
5 Stipulation for Settlement of Civil Actions (“Settlement Agreement,” “Stipulation,” or “Settlement”)
6 and the Exhibits thereto, and any objections to the proposed Settlement, and having reviewed the
7 record in the Civil Actions, and good cause appearing,

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

9 1. The Court, for purposes of this Final Order and Judgment (“Judgment”), adopts all
10 defined terms as set forth in the Stipulation filed in the Civil Actions.

11 2. The Court has jurisdiction over all claims asserted in the Civil Actions, Plaintiffs, the
12 Settlement Class Members, and Defendant Contemporary Services Corporation (“Defendant”).

13 3. The Court finds that the Stipulation was made and entered into in good faith and hereby
14 approves the Settlement as fair, adequate and reasonable to all Settlement Class Members.

15 4. Solely for purposes of effectuating the Settlement, this Court certifies a class defined
16 as follows:

17 All persons who worked in California for Defendant as non-exempt security
18 guards and event staff at any time from February 18, 2006 to August 15,
2019.

19 5. The notice provided to the Class Members conformed with the requirements of
20 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
21 of Court 3.766 and 3.769, the California Constitution and the United States Constitution, and any other
22 applicable law, and constituted the best notice practicable under the circumstances, by providing
23 individual notice to all Class Members who could be identified through reasonable effort, and by
24 providing due and adequate notice of the proceedings and of the matters set forth therein. The notice
25 fully satisfied the requirements of due process.

26 6. The Court finds that the following Class Members have submitted valid and timely
27 requests for exclusion from the Settlement: Tawna Evans and Renee Shepherd.

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1 7. Upon the Effective Date, Plaintiffs and all Class Members who did not submit valid
2 and timely requests for exclusion from the Settlement shall be deemed to have, and by operation of
3 the Judgment will have, fully, finally, and forever released, relinquished and discharged the Released
4 Parties from the following Released Claims:

5 Any and all claims, rights, causes of action, losses, liabilities, and other legal
6 responsibilities, of any form whatsoever, whether based on federal, state, local,
7 statutory, or common law, or any other law, rule or regulation, whether known or
8 unknown, unforeseen, unanticipated, unsuspected or latent, which were asserted in the
9 Civil Actions and any other claims against Defendant by Settlement Class Members
and the heirs, successors and/or assigns of any of them (whether directly, indirectly,
representatively, derivatively or in any other capacity) based on the allegations of
wrongful conduct in all pleadings filed by Plaintiffs, or any of them, in the Civil
Actions arising any time during the Class Period.

10 8. The Court finds that the Total Maximum Settlement Payment, the Net Payment, and
11 the methodology used to calculate and pay each Settlement Class Member's Individual Settlement
12 Payment are fair and reasonable, and authorizes the Settlement Administrator to pay the Individual
13 Settlement Payments to the Settlement Class Members in accordance with the terms of the Stipulation.

14 9. The Court finds that Class Counsel's request for attorneys' fees in the amount of
15 \$1,200,000, which is one-third of the Total Maximum Settlement Payment, is reasonable under the
16 common fund method. The Court awards Class Counsel \$1,200,000 in attorneys' fees to be paid from
17 the Total Maximum Settlement Payment. The attorneys' fees shall be allocated as follows: Schonbrun
18 Seplow Harris & Hoffman LLP/V. James DeSimone Law – 40%; CounselOne, P.C. – 40%; and Law
19 Office of Mark C. Thomas, APC – 20%.

20 10. The Court finds that Class Counsel have incurred costs and expenses in the amount of
21 \$45,510.53. Such costs and expenses were reasonably incurred in prosecuting the Civil Actions on
22 behalf of the Class. The Court therefore awards Class Counsel \$45,510.53 in costs and expenses to
23 be paid from the Total Maximum Settlement Payment. Costs and expenses shall be allocated among
24 Class Counsel based upon Class Counsel's actual costs and expenses, as submitted to the Court.

25 11. The Court hereby approves Class Representative Service Awards in the amount of a
26 \$10,000 each to Plaintiffs William West, Jr., Brandy Huffman, Angela Johnson and Edwin Merino,
27 and in the amount of \$15,000 to Plaintiff Yaree Collins, for their time and effort in bringing and
28 presenting the Civil Actions and for releasing their Released Claims, to be paid from the Total

1 Maximum Settlement Payment.

2 12. Fifty Thousand Dollars (\$50,000.00) shall be allocated to penalties under the Labor
3 Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*, of which
4 \$37,500 shall be paid by the Settlement Administrator from the Total Maximum Settlement Payment
5 directly to the California Labor and Workforce Development Agency. The remaining \$12,500 shall
6 be part of the Net Payment and shall be distributed to Settlement Class Members as part of their
7 Individual Settlement Payments.

8 13. The Court hereby approves Settlement Administration Costs in the amount of \$122,500
9 to be paid to the Settlement Administrator from the Total Maximum Settlement Payment.

10 14. The Settlement is not an admission by Defendant nor is this Judgment a finding of the
11 validity of any claims asserted in the Civil Actions or of any wrongdoing by Defendant. Furthermore,
12 the Settlement is not a concession by Defendant or any of the other Released Parties and shall not be
13 used as an admission of any fault, omission or wrongdoing by Defendant or any of the other Released
14 Parties. Neither this Judgment, the Settlement nor any document referred to herein, nor any action
15 taken to carry out the Settlement is, may be construed as, or may be used as, an admission by or against
16 Defendant or any of the other Released Parties of any fault, wrongdoing or liability whatsoever. The
17 entering into or carrying out of the Stipulation and the Exhibits thereto, and any negotiations or
18 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, or an
19 admission or concession with regard to, the denials or defenses by Defendant, and shall not be offered
20 in evidence in any action or proceeding against the Parties hereto in any court, administrative agency
21 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Judgment and
22 the Settlement; except that the Judgment, Stipulation and Exhibits thereto, and any other papers and
23 records on file in the Civil Actions may be used in this Court and in any other legal proceeding as
24 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
25 theory of claim or issue preclusion or similar defense as to the Released Claims.

26 15. This Judgment is intended to be a final disposition of the Civil Actions in their entirety,
27 and is intended to be immediately appealable.

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16. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims asserted in, arising out of, or related to the subject matter of the Civil Actions, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

17. Pursuant to California Rules of Court Rule 3.771(b), notice of this signed Judgment shall be provided to the Class by the Settlement Administrator posting it on the Settlement Administrator's website.

Dated: Jan. 8, 2020


Honorable Ethan P. Schulman

JUDGE OF THE SUPERIOR COURT