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Superior Court of California
County of Los Angeles**

DEC 15 2016

**Sherri R. Carter, Executive Officer/Clerk
By: Benigno Del Barrio, Deputy**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL CIVIL WEST
UNLIMITED JURISDICTION

CONSTRUCTION PROTECTIVE) Case No. JCCP 4605 (Coordinated cases BC 388956,
SERVICES WAGE AND HOUR CASES) Hoke 05 CC 00061, and Hoke 05 CC 00062)
) Assigned to Honorable Ann I. Jones
) Department CCW 308
) **[PROPOSED] ORDER GRANTING FINAL**
) **APPROVAL OF CLASS ACTION**
) **SETTLEMENT, AND JUDGMENT THEREON**
) Date of Fairness Hearing: October 25, 2016
) Time 10:00 a.m.
) Dept.: 308
) Trial date: None set.

FINAL APPROVAL ORDER AND JUDGMENT

This matter came on for hearing upon the unopposed Joint Motion by Mendiola and Hoke Plaintiffs for Final Approval of Class Action Settlement in the above-captioned coordinated action, which is set forth in the Joint Stipulation of Settlement – Revised 5-26-2016 (Exhibit 1) and the Addendum to the Settlement Agreement dated June 24, 2016 (Exhibit 2) (these documents are collectively referred to herein as “Agreement” or “Settlement”).

Due and adequate notice having been given to the Classes and Subclasses, and the Court having considered the Settlement, all papers filed and all proceedings held herein and all oral and written comments received regarding the proposed settlement, and having reviewed the record in this Coordinated Action, and good cause appearing, the Court GRANTS the Motion, as set forth in the

1 Ruling on Submitted Matter re Motion for Final Approval of Class Action Settlement (attached hereto
2 as Exhibit 3 and incorporated herein by this reference).

3 Therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

- 4 **1. Cases Subject to this Order and Judgment:** The following cases are subject to this Order
5 and Judgment and are referred to collectively herein as “the Action”:

6 **Hoke v CPS (California)**, Orange County Superior Court Case Number 05 CC 00061;

7 **Hoke v CPS (FLSA)**, Orange County Superior Court Case Number 05 CC 00062; and

8 **Mendiola/Acosta v CPS**, Los Angeles Superior Court Case Number BC 388956,
9 consolidated with BC 391669 (*Acosta v. CPS et al.*)

- 10 **2. Definitions:** The Court, for purposes of this Order and Judgment, adopts all terms as set
11 forth in the Settlement.

- 12 **3. Jurisdiction:** The Court has jurisdiction over the subject matter of the Action, the named
13 Plaintiffs, Class Members in all the classes and subclasses, and Defendants Construction
14 Protective Services, Inc. (a California Corporation), CPS Security (USA), Inc. (a Nevada
15 Corporation), Commercial Protective Services, Inc. (a California Corporation), CPS
16 Construction Security Plus, Inc.(a dissolved California Corporation), CPS Services, Inc. (a
17 Delaware Corporation), and Christopher Coffey (collectively referred to herein as
18 “Defendants”).

- 19 **4. Class Certification:** The following Classes are subject to this Judgment as follows:

20 ***Hoke California Class Action:*** All current or former employees of CPS who worked as an
21 Hourly Guard or as a Rover Guard in the state of California for any length of time during the
22 period from March 18, 2001 through July 27, 2016 who, as a result of a companywide policy
23 or procedure, were not properly compensated pursuant to the Labor Code and applicable
24 Wage Order. **The Court certifies** a subclass of class members who joined the class after
25 completion of the prior notice and opt-out process.

26 ***Hoke FLSA Collective Action:*** All current or former CPS employees holding the title of
27 hourly or rover guard outside the state of California who were employed on a full-time basis
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1 for any length of time during the period from June 1, 2007 through June 25, 2009 and who
2 signed and submitted written evidence of their timely consent to join this action.

3 ***Mendiola California Class Action:*** All persons who are or were employed as Trailer
4 Guards (also known as “In-Residence Security Officers”) on an hourly basis by CPS, within
5 the State of California, during the period of time from April 11, 2004 to October 25, 2016,
6 who, because of a company-wide policy concerning on-call time for Trailer Guards, were not
7 compensated for on-call time spent at the trailer site. **The Court certifies** a subclass of class
8 members who joined the class after completion of the prior notice and opt-out process on
9 July 22, 2009.

10 5. **Opt-Outs/Requests for Exclusion:** The following individuals timely submitted written
11 evidence of their intent to opt out of this Settlement and will therefore not received
12 compensation as provided for by the Settlement nor are they bound by its terms and
13 conditions nor are they subject to this judgment. Notwithstanding any other statute, rule
14 and/or regulation, the following individuals may make their own individual claims against the
15 Defendant. The opt-out individuals are: Tod M. Feld, Flor De Maria Guzman, Aaron L.
16 Landeck, and Douglas Zimmer.

17 6. **Adequate Notice to the Class:** The Court finds that the dissemination of the Class Notice
18 with respect to the Settlement, as provided in the Court’s July 27, 2016 Order Granting
19 Preliminary Approval of Class Settlement, constituted the best notice practicable under the
20 circumstances for all Class Members, and fully met the requirements of California law and due
21 process under the United States Constitution. Based on evidence and other material submitted
22 in conjunction with the Fairness Hearing, notice to the Class was adequate.

23 7. **Fairness Determination:** The Court finds that the Settlement is fair, adequate and
24 reasonable.
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1 **8. Judgment/Settlement Distribution:**

2 The Court enters judgment against Defendants in the amount of Two Million, One Hundred
3 Twenty-Five Thousand Dollars (\$2,125,000.00) in accordance with the terms of the
4 Settlement, to be paid as follows:

- 5 a. The \$2,125,000 Judgment is to be fully deposited into escrow by Defendants by June
6 30, 2017.
- 7 b. \$4,500 in total service payments shall be made to the fifteen class representatives, each
8 shall receive \$300 for their service to the Classes. The class representatives are: Tim
9 Mendiola, Policarpio Mas, Rodolfo Tablang, Floriano Acosta, Emmanuel Gonzaga,
10 Rogelio Rombaoa, Benny Hoskin, Anthony Lawson, Michael Madison, Marianne
11 Stiles, Donnie Booth, Barbara Franklin, Richard Holloway, Christina Medrano, and
12 Samuel Williams.
- 13 c. \$110,000 in claims administration costs shall be paid to Simpluris, the third-party
14 administrator.
- 15 d. \$800,000 in attorneys' fees and litigation costs shall be split evenly between Class
16 Counsel in the *Mendiola* lawsuit (Cathe Caraway-Howard) and Class Counsel in the
17 *Hoke* lawsuits (Farris, Riley & Pitt LLP).
- 18 e. \$13,000 will be paid as PAGA penalties with \$9,750 being paid to the California Labor
19 and Workforce Development Agency as its 75% statutory share and the remaining
20 \$3,250 shall be paid to the Class.
- 21 f. The remainder of the \$1,191,750 shall be distributed to all Class Members (other than
22 those opting-out of the Settlement identified above) in accordance with the terms of
23 the Settlement.
- 24 g. The schedule for distribution shall be:
25 June 30, 2017 – Defendant deposits the final installment into escrow.
26 October 2, 2017 – Simpluris makes the First Distribution and pays out the PAGA
27 payment, Participation payments, attorneys' fees and costs, and Claims Administration
28 costs.

1 January 30, 2018 – Simpluris makes all tax payments and tax reporting for the First
2 Distribution. Simpluris calculates the amount of the returned funds. Simpluris
3 calculates the Second Distribution and seeks Court approval if needed to cover
4 additional Settlement Administration costs over \$110,000.00.

5 April 1, 2018 – Simpluris makes the Second Distribution payments.

6 June 29, 2018 – Simpluris makes all tax payments and tax reporting for the Second
7 Distribution. Simpluris calculates the amount of Returned Funds from the Second
8 Distribution. Simpluris calculates the Final Distribution.

9 July 9, 2018 – Simpluris makes the Final Distribution payments.

10 September 28, 2018 – Simpluris makes all tax payments and tax reporting for the Final
11 Distribution, provides final accounting to all Counsel, confirming all funds paid. Class
12 Counsel files a Final Report summarizing all distributions made pursuant to the
13 approved Settlement, supported by declaration. No appearance is required.

14 **9. Release Language:**

- 15 a. Claims Released by Class Members. Upon the Court’s final approval of the Settlement,
16 and except as to such rights or claims as may be created by the Settlement, the Class
17 Members (other than those who submit exclusion letters) release all persons and
18 entities defined above as Defendants and all “CPS Affiliates,” including without
19 limitation Construction Protective Services, Inc. (a California Corporation), CPS
20 Security (USA), Inc. (a Nevada Corporation), Commercial Protective Services, Inc. (a
21 California Corporation), CPS Construction Security Plus, Inc.(a dissolved California
22 Corporation), ECAMSECURE (a California Corporation), EP Security Services, Inc.
23 (a California Corporation), LD Security Services, Inc. (a California Corporation), CPS
24 Services, Inc. (a Delaware Corporation), Christopher Coffey and his immediate family
25 (including, but not limited to, his wife, children, in-laws, and siblings), and Christopher
26 Coffey as Trustee of the Christopher Coffey Trust dated 11/12/97, and their
27 respective heirs and assigns as well as each of their past or present officers, directors,
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1 shareholders, employees, agents, principals, representatives, accountants, auditors,
2 consultants, attorneys, insurers and reinsurers, successors and predecessors in interest,
3 subsidiaries, affiliates, parents, and subsidiaries (collectively "Released Parties") from
4 the "Released Claims."

5 b. For purposes of this Agreement, the "Released Claims" are defined as: (1) All claims,
6 demands, rights, liabilities, and causes of action of every nature and description
7 whatsoever, known or unknown, asserted or that might have been asserted, whether in
8 tort, contract, or for violation of any state or federal constitution, statute, rule or
9 regulation, including, without limitation, state wage and hour laws, whether for
10 economic damages, noneconomic damages, restitution, injunctive relief, penalties or
11 liquidated damages, arising out of, relating to, or in connection with: (2) Any and all
12 facts, transactions, events, policies, occurrences, acts, disclosures, statements,
13 omissions or failures to act, which are or could be the basis of claims that, Defendants
14 did not comply with all state wage and hour laws, including, without limitation, claims:
15 (a) that Defendants improperly failed to pay regular or minimum wages; (b) that
16 Defendants improperly failed to pay regular or overtime wages; (c) that Defendants
17 failed to provide required meal or rest periods; (d) that Defendants failed to timely pay
18 all wages due upon termination of employment; (e) that Defendants failed to pay any
19 statutory penalties (including waiting time penalties, meal period penalties, rest period
20 penalties and PAGA penalties), interest, costs, attorneys' fees or, at any times on or
21 before the date of entry of this Judgment (whether based on California state wage and
22 hour law, contract, or otherwise); and/or (3) All of the causes of action currently or
23 previously asserted in the Class Actions or that could have been asserted in such
24 actions or any of them. (4) Only the members of the *Hoke* FLSA Class shall release
25 FLSA claims.

26 c. Assumption of Risk. Releasers (Class Members) are aware that they may later discover
27 facts or law in addition to or different from those which they now know or believe to
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be true with respect to the releases given herein, and that it is nevertheless the Releasors' intent to and they do settle, release, and discharge fully, finally and forever all of these matters, known or unknown, suspected or unsuspected, which previously existed, now exist, or may exist. In furtherance of such intention, Releasors specifically acknowledge and agree that the releases given in this Stipulation shall be and shall remain in effect as full and complete releases of the matters being released, notwithstanding the discovery or existence of any such additional or different facts or law and that such releases shall not be subject to termination or rescission by reason of any such additional or different facts or law.

- d. All of the Released Claims are hereby released.
- e. Except as otherwise provided in the Settlement, the Parties are to bear their own costs and attorney's fees.

10. The Parties are ordered to comply with the terms of the Settlement and this Final Order and Judgment.

11. Without affecting the finality of this Order and Judgment in any way, the Court hereby retains exclusive and continuing jurisdiction over the Action, Plaintiffs, the Classes, and the Defendants, for purposes of supervising the implementation, enforcement, construction, administration and interpretation of the Settlement and Judgment.

12. The Parties are ordered to cause a copy of this Order and Judgment to be posted by the Claims Administrator, Simpluris, on the settlement website www.securityguardsettlement.com, in order to provide notice to the Classes as required by California Rule of Court 3.771(b).

13. This document shall constitute a judgment for purposes of California Rule of Court 3.769(h).

IT IS SO ORDERED.

Dated: 12-15-16

ANN I. JONES

Honorable Ann I. Jones
JUDGE OF THE SUPERIOR COURT

LAW OFFICES OF
CATHE L. CARAWAY-HOWARD
8117 Manchester Avenue, Suite 505
Playa Del Rey, California 90293

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PROOF OF SERVICE

I, Cathe L. Caraway-Howard, declare:

I am over the age of 18 and not a party to this lawsuit. I am employed in the County of Los Angeles, State of California. My business address is 8117 Manchester Avenue, Suite 505, Playa Del Rey, California 90293.

On December 14, 2016, I served the following document described as:

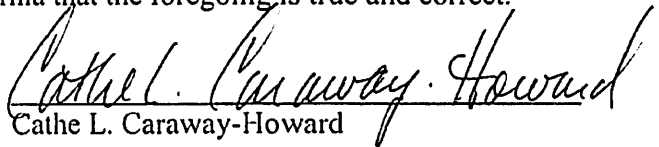
[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

on all interested parties in this action by placing [X] a true copy [] the original thereof enclosed in a sealed envelope addressed to:

SEE ATTACHED SERVICE LIST

By Email: Based on the Court's Order, I caused the documents to be sent to the person(s) at the email addressee(s) so indicated on December 14, 2016 via Case Anywhere.

Executed on December 14, 2016 at Playa Del Rey, California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Cathe L. Caraway-Howard

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SERVICE LIST

Tim Mendiola, Policarpio Mas, Rodolfo Tablang, et al. vs. CPS Security Solutions, Inc. et al.
LASC Case No. BC 388956 consolidated with
Floriano Acosta, et al. vs. Construction Protective Services, Inc., et al.
LASC Case No. BC 391669

CPS SECURITY SOLUTIONS, INC.

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Martin Hoke, et al. vs. Construction Protective Services, et al.
Orange County Superior Court Case No. 05 CC 00061 and 05CC 00062

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