

ORIGINAL



FILED  
Superior Court of California  
County of Los Angeles  
AUG 03 2016

Sherri R. Carter, Executive Officer/Clerk  
By [Signature] Rick Morrow, Deputy

FILED  
Superior Court of California  
County of Los Angeles  
AUG 01 2016

Sherri R. Carter, Executive Officer/Clerk  
By [Signature] Aldwin Lim, Deputy

RECEIVED  
Central Civil West  
JUL 29 2016  
By [Signature] J. Franco

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES

WACKENHUT WAGE AND HOUR CASES  
Coordinated Actions:

LUBIN v. WACKENHUT CORP.  
Los Angeles County Superior Court  
Case No.: BC 326996

MARESCA v. WACKENHUT SERVICES,  
INC.  
Los Angeles County Superior Court  
Case No.: BC 373415

DENTON v. WACKENHUT CORP.  
Orange County Superior Court  
Case No.: 00180014

GARRETT JENKINS, BUFORD BROWN,  
CRUZ CASTILLO, GERMAINE VAUGHN,  
and ROLLIAN FINCH, individually, and on  
behalf of all others similarly situated,  
Plaintiffs,

vs.

G4S Government Solutions, Inc.; and DOES 1  
through 50 inclusive,  
Defendants.

JUDICIAL COUNCIL COORDINATION  
PROCEEDING NO. 4545  
[Assigned to the Honorable William F.  
Highberger]

(San Francisco Superior Court  
Case No.: CGC-14-539479)

~~PROPOSED~~ ORDER AND  
JUDGMENT RE: PLAINTIFFS'  
MOTION FOR ATTORNEYS' FEES  
AND COSTS AND REPRESENTATIVE  
ENHANCEMENTS, AND FOR FINAL  
SETTLEMENT APPROVAL

Date: July 21, 2016  
Time: 1:30 p.m.  
Dept: 322

1 Plaintiffs' Motions for Final Approval of Class Action Settlement, Attorneys' Fees and  
2 Costs, and Class Representative Enhancements came before the Court on July 21, 2016.  
3 Defendant did not oppose the Motions. The Court has read, heard, and considered all the  
4 pleadings and documents submitted, and the presentations made in connection with the Motions.  
5 Based on the pleadings, papers, and arguments of counsel, and good cause appearing therefore,  
6 the Court hereby grants the Motions in full.

7 The Parties entered into an agreement to settle this action, subject to Court approval (the  
8 "Settlement Agreement"). The Settlement Agreement provides, among other things, for payment  
9 to each Class Member according to a formula that allocates the settlement amount pro-rata based  
10 on each employee's total earnings during the class period.

11 On March 23, 2016, after review and consideration of all the pleadings filed in  
12 connection herewith and the presentation made by counsel at the hearing, the Court granted  
13 preliminary approval of the Settlement Agreement. The Preliminary Approval Order approved  
14 the proposed form of notice submitted by the Parties. The Preliminary Approval Order  
15 provisionally certified the Settlement Class (and component Subclasses), and found that the  
16 Settlement was fair, reasonable and adequate.

17 In compliance with the Preliminary Approval Order, notice was sent to the Class  
18 Members by the court-approved administrator, Analytics, LLC. The notice advised Class  
19 Members of their expected settlement amount.

20 The Court finds that the Settlement is the product of serious, informed, non-collusive  
21 negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to  
22 any individuals. The Court finds that the Settlement is fair, reasonable and adequate, and that  
23 Plaintiffs have satisfied the standards for final approval of a class action settlement under  
24 California law.

25 Based on the foregoing, **IT IS THEREFORE ORDERED THAT:**

26 1. For the reasons set forth in the Preliminary Approval Order of March 23, 2016,  
27 which is adopted and incorporated herein by reference, this Court finds that the applicable  
28 requirements of California Code of Civil Procedure § 382 have been satisfied with respect to the

1 Settlement Class and component Subclasses. The Court hereby makes final its earlier provisional  
2 certification of the Plaintiff Classes, as set forth in the Preliminary Approval Order. The Court  
3 finds the following class has been certified and is subject to the Settlement: “**all G4S employees**  
4 **in the state of California who worked in the positions of security guard and/or security**  
5 **officer at any time at any of the seven Federal Aviation Administration sites (Mather, San**  
6 **Diego, Los Angeles, Palmdale, San Francisco, Oakland, and Fremont) within the period**  
7 **from October 1, 2012 through September 30, 2013.**” The Class has two Subclasses:

8       **Non-Union Subclass:** All G4S employees in the state of California who worked  
9 in the positions of security guard and/or security officer at any time at any of the  
10 three Federal Aviation Administration sites (San Francisco, Fremont, and  
11 Oakland) where security guards were not unionized between October 1, 2012 and  
12 September 30, 2013.

12       **Union Subclass:** All G4S employees in the state of California who worked in the  
13 positions of security guard and/or security officer at any time at any of the four  
14 Federal Aviation Administration sites (San Diego, Los Angeles, Palmdale, and  
15 Sacramento) where security guards were not unionized between October 1, 2012  
16 and September 30, 2013.

15       2.       The Settlement Notice provided the best practicable notice to the Class and  
16 accurately informed the Class Members of all material elements of the Settlement. The notice  
17 accurately informed the Class Members of their opportunity to object or comment on the  
18 Settlement and fairly and adequately described the Settlement and provided adequate instructions  
19 to obtain additional information. A full opportunity has been afforded to the Class Members to  
20 participate in this hearing. The Court finds that no Class Members submitted a valid request for  
21 exclusion, and accordingly all Class Members who received notice and did not exclude  
22 themselves are bound by this judgment and order.

23       3.       Pursuant to California law and Section 382 of the California Code of Civil  
24 Procedure, the Court hereby grants final approval to the Settlement and finds that it is fair,  
25 reasonable and adequate and in the best interests of the Settlement Class as a whole. The Court  
26 approves the settlement amount of \$375,000 as fair, reasonable and adequate. The Settlement  
27 contemplated the Court’s authority to reduce the attorneys’ fees requested and Class  
28

1 Representative enhancements to amounts below those requested by Plaintiffs. Accordingly, the  
2 Court hereby directs that the Settlement be effected in accordance with the terms of the  
3 Settlement Agreement.

4 4. As of the Effective Date, the Class Members, including the Representative  
5 Plaintiffs, and including Robert Stern<sup>1</sup>, release G4S and its affiliates, owners and employees  
6 from all known or unknown claims relating to their claims alleged in this action and all  
7 associated claims for interest, penalties, and fees and costs, from the period of October 1, 2012  
8 through September 30, 2013, as set out in the Settlement Agreement.

9 5. There were no valid and timely objections made to the settlement, including the  
10 Class Representative enhancements. It is hereby ordered that Class Representative  
11 Enhancements of \$2,500 each for Representative Plaintiff (Garrett Jenkins, Buford Brown, Cruz  
12 Castillo, Germaine Vaughn, and Rollian Finch) are fair and reasonable. This finding is made  
13 after reading all papers including declarations and supplemental declarations.

14 6. The Court approves attorneys' fees of \$125,000. Therefore, of the total \$375,000  
15 settlement, the fee of \$125,000, or one-third, is approved as fees. The amount of fees is within  
16 the range of reasonableness and the result justifies the award. The Court finds that percentage of  
17 the fund recovery in the amount of one-third is appropriate. The lodestar crosscheck shows that  
18 these fees are appropriate, since Plaintiffs' Counsel's lodestar is significantly greater than the  
19 requested fees; a lodestar amount that exceeds the amount sought under the common fund  
20 approach strongly suggests that the requested fees are reasonable. The Court additionally  
21 approves the payment of attorneys' costs of \$13,082.41 and administration costs of \$7,000 from  
22 the settlement funds.

23 7. The Court approves that \$4,000 of the gross settlement amount shall be allocated  
24 to resolve PAGA claims, and that under California Labor Code § 2699(i), \$3,000 (75%) will be  
25

26 <sup>1</sup> Mr. Stern was not initially identified as a Class Member, but requested to be included in the  
27 Settlement Class, with the Parties' approval. Mr. Stern will receive a pro-rata settlement  
28 payment, if any, out of any unclaimed settlement funds.

1 paid to the California Labor and Welfare Development Agency.

2           8.       **It is hereby ordered that a Judgment shall be entered** which will bar any  
3 future actions by Class Members against the Released Parties (as defined in the Settlement  
4 Agreement) for any Released Claims (as defined in the Settlement Agreement for the period of  
5 October 1, 2012 through September 30, 2013.

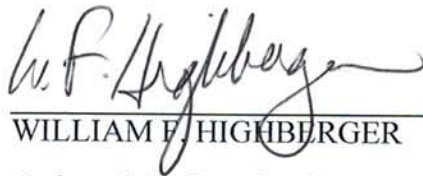
6           9.       Without affecting the finality of this matter, this Court shall retain exclusive and  
7 continuing jurisdiction over this action and the parties, including all Settlement Class Members,  
8 for purposes of supervising, administering, implementing, enforcing, and interpreting the  
9 Settlement, and the distribution process thereunder.

10          10.       Pursuant to CRC 3.771(b), Plaintiffs' Counsel is ordered to post this judgment on  
11 the web page used for providing information to Class Members for a period of sixty (60) days.

12          11.       There being no reason to delay, the Clerk is directed to enter this Final Judgment  
13 forthwith.

14  
15 Dated:

8/3/16

  
WILLIAM F. HIGHBERGER

Judge of the Superior Court

1 **PROOF OF SERVICE**

2 JENKINS, et al., v. WACKENHUT SERVICES INCORPORATED, et al.,  
3 CASE NO.: JCCP 4545 (SF SUPERIOR CASE NO.: CGC-14-539479)

4 STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

5 I am employed in the County of San Francisco, State of California. I am over the age of 18 and  
6 not a party to the within action; my business address is: One Embarcadero Center, Suite 720, San  
7 Francisco, CA 94111.

8 On July 28, 2016, I served the following document(s) described as:

- 9
- 10 • **SUPPLEMENTAL DECLARATION OF DANIEL S. BROME IN SUPPORT OF  
11 MOTION FOR FINAL SETTLEMENT APPROVAL**
  - 12 • **[PROPOSED] ORDER AND JUDGMENT RE: PLAINTIFFS' MOTION FOR  
13 ATTORNEYS' FEES AND COSTS AND REPRESENTATIVE  
14 ENHANCEMENTS, AND FOR FINAL SETTLEMENT APPROVAL**

15 on the interested party(ies) below, using the following means:

16  
17 Counsel for Plaintiff Syliva M Maresca:  
18 Emily P. Rich  
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24  
25 Counsel for Plaintiff Kevin Denton:  
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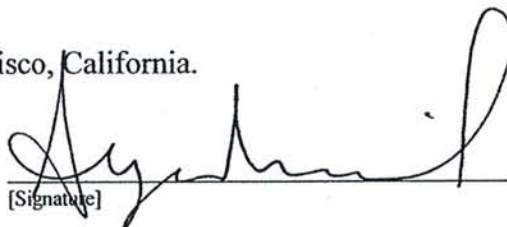
29  
30 Counsel for G4S Government Solutions:  
31 Stephen E. Ronk  
32 Sat Sang Khalsa  
33 Josh Wagner  
34 Mollie Burks- Thomas  
35 Sue Kim Leung  
36 GORDON & REES LLP  
37 633 West 5<sup>th</sup> Street, 52<sup>nd</sup> Floor  
38 Los Angeles, CA 90071  
39 Fax: (213) 680-4470

1  BY ELECTRONIC MAIL OR ELECTRONIC TRANSMISSION. By electronically mailing a true and correct copy  
2 through the courts authorized e-service vendor, File and Serve Xpress to the parties listed above. I did  
3 not receive, within a reasonable time after the transmission, any electronic message or other indication  
4 that the transmission was unsuccessful.

5  (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing  
6 is true and correct.

7 Executed on July 28, 2016, at San Francisco, California.

8 Suzanne Weinand  
9 [Print Name of Person Executing Proof]

10   
11 [Signature]