

FILED
Superior Court of California
County of Los Angeles



MAR 23 2016

Sherri R. Carter, Executive Officer/Clerk

By *[Signature]*, Deputy
Aldwin Lim

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 GRANTING
PRELIMINARY SETTLEMENT
APPROVAL**

Date: March 15, 2016

Time: 1:30 p.m.

Dept: 322

[PROPOSED] ORDER GRANTING PRELIMINARY SETTLEMENT APPROVAL

JCCP NO. 4545

1 Plaintiffs' Motion for Preliminary Settlement Approval came before the Court on March
2 15, 2016. Defendant did not oppose the Motion. Based on the pleadings, papers, and arguments
3 of counsel, and good cause appearing therefore, the Court hereby grants the Motion in full.

4 **IT IS THEREFORE ORDERED THAT:**

5 1. The Stipulation and Agreement to Settle Putative Class Action ("Stipulation"),
6 submitted as Exhibit 1 to the Declaration of Matthew Helland, is preliminarily approved and
7 Plaintiffs' Motion for Preliminary Settlement Approval is GRANTED.

8 2. The Court finds, preliminarily, that the proposed settlement class and its
9 component subclasses meet the requirements of Section 382 of the California Code of Civil
10 Procedure, and that certification of the proposed settlement class is therefore warranted.

11 3. The Class contains 91 members; the Union Subclass contains 53 members; and
12 the Non-Union Subclass contains 38 members. The identity of these Class Members can be
13 readily determined from Defendant's records. The Class and Subclasses are therefore each
14 sufficiently numerous and ascertainable to support certification.

15 4. At this settlement stage, common questions of law and fact predominate over
16 individualized inquiries for the Class and the Subclasses. Specifically, common questions
17 include: whether G4S failed to provide its security guards with required meal periods; whether
18 G4S's on-duty meal period agreement was valid; whether the conditions of the job prevented
19 security guards from taking required meal breaks; whether G4S failed to pay guards an
20 additional hour of wages for missed meal periods; whether G4S's business practices violated
21 Business and Professions Code § 17200; and whether G4S willfully failed to pay wages for
22 missed meal breaks and therefore owes waiting time penalties. With respect to the Union
23 Subclass, the additional common question of whether a valid Collective Bargaining Agreement
24 (or Agreements) may exempt G4S from needing to provide meal periods, pursuant to Labor
25 Code § 512(e) predominates over any individualized defenses.

26 5. The claims of the Named Plaintiffs—and Defendant's defenses as to those
27 claims—are typical of the claims and defenses of the Subclasses, as is necessary at this
28 settlement stage. All Plaintiffs assert claims for missed meal periods allegedly caused by

1 Defendant's staffing model. Defendant's defense under Labor Code § 512(e) applies to Plaintiff
2 Finch's claims as it would apply to the remainder of the Union Subclass. Accordingly, the
3 typicality requirement is satisfied at this settlement stage.

4 6. The Court conditionally certifies, for settlement purposes only (and for no other
5 purpose and with no other effect upon this or any other action, including no effect upon this
6 action should the settlement not ultimately be approved), a class of "all G4S employees in the
7 state of California who worked in the positions of security guard and/or security officer at any
8 time at any of the seven Federal Aviation Administration sites (Mather, San Diego, Los Angeles,
9 Palmdale, San Francisco, Oakland, and Fremont) within the period from October 1, 2012
10 through September 30, 2013." The Class has the following two Subclasses:

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

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

18 7. The Court also finds, preliminarily, that the proposed settlement is fair, reasonable,
19 and adequate. The Stipulation and Agreement to Settle Putative Class Action was reached
20 through non-collusive, informed, arms-length negotiations; it was conducted by experienced
21 counsel with the assistance of a qualified mediator. The Parties appropriately considered the
22 strengths of their cases, balanced against the risk of future litigation. The proposed settlement
23 adequately compensates Plaintiffs and Class Members. The Court finds that the proportionate
24 valuation of the Union Subclass and the Non-Union Subclass is warranted by Defendant's
25 Section 512(e) defense, which applies only to the Union Subclass.

26 8. The Court appoints, for settlement purposes only, Nichols Kaster, LLP and Bryan
27 Schwartz Law as Class Counsel and Garrett Jenkins, Buford Brown, Cruz Castillo, Germaine
28 Vaughn, and Rollian Finch as the Class Representatives. Class Counsel and the Representative

1 Plaintiffs have no apparent conflicts with the interests of the Class, and appear to be vigorously
2 representing the interests of the class. The adequacy requirement is therefore satisfied.

3 9. The Court appoints, for settlement purposes only, Analytics, LLC, as Claims
4 Administrator.

5 10. The Court finds that the manner and content of the Settlement Notice specified in
6 the Stipulation on file herein shall provide the best practicable notice to the Class. The Court
7 approves the form of notice provided by the Parties for distribution as Exhibit A to the
8 Stipulation and Agreement to Settle Putative Class Action. The Claims Administrator is ordered
9 to mail those documents to the Class Members as provided in the Stipulation. Class members
10 receiving a re-mailed notice will receive a cover letter with notice of a new deadline.

11 11. The Court finds that payment of \$3,000 to the California Labor and Workforce
12 Development Agency (representing 75% of \$4,000) represents a fair and reasonable settlement
13 of the claims asserted under California's Private Attorneys' General Act ("PAGA").

14 12. The Court will conduct a Final Approval Hearing on July 20, 2016 at 11:00 a.m.
15 to determine the overall fairness of the settlement and to fix the amount of attorneys' fees and
16 costs to Class Counsel and enhancements to the Class Representatives. The Final Approval
17 Hearing may be continued without further notice to Class Members.

18 12. Any written objection to the settlement must be filed with the Claims
19 Administrator no later than the date forty-five (45) days after the Settlement Notice is mailed to
20 the Class Members by the Claims Administrator. The objection must set forth, in clear and
21 concise terms, the legal and factual arguments supporting the objection. Class Members may
22 speak at the fairness hearing regardless of whether they have submitted a timely written
23 objection.

24 13. Any Class Member who desires exclusion from the Class must timely mail the
25 request for exclusion, in the manner described in the approved notice, no later than the date sixty
26 (60) days after the Settlement Notice is mailed. All persons who properly execute and timely
27 mail the request for exclusion shall not be bound by the Proposed Settlement and shall have no
28 right with respect to the Proposed Settlement.

1 14. The Class Representatives and Class Counsel shall file their motion for approval
2 of the settlement on or before June 24, 2016, and the Claims Administrator shall file a
3 declaration at that time. Class Counsel shall file their motion for attorneys' fees, costs, and Class
4 Representative enhancements at least two weeks before the last day to file written objections to
5 the settlement.

6 15. If the Stipulation is approved at the fairness hearing, the Court shall enter a Final
7 Order Approving the Stipulation and Agreement to Settle Putative Class Action and Judgment
8 ("Final Order"). The Final Order shall be fully binding with respect to all Class Members who
9 did not request exclusion in accordance with the terms of the Stipulation.

10 16. In sum, the dates for performance are as follows:

11 (a) Within 20 days of entry of this Order, Defendant shall provide the Claims
12 Administrator and Class Counsel a list of all the Class Members belonging to the proposed Class,
13 their social security numbers, and their last known mailing addresses. G4S shall indicate which
14 of the seven Federal Aviation Administration sites each Class Member worked, and the total
15 compensation earned by each Class Member during the Class Period.

16 (b) The Claims Administrator shall mail Settlement Notice to the Class
17 Members as soon as practicable after receipt of the foregoing information from Defendant.

18 (c) Objections to the settlement and requests for exclusion must be
19 postmarked no later than the date forty-five (45) days after the Settlement Notice is mailed.

20 (d) All Class Members who desire to opt out of the settlement must submit a
21 letter postmarked no later than sixty (60) days after the Settlement Notice is mailed.

22 (e) The Final Fairness Hearing is scheduled for July 20, 2016, at 11:00 a.m. in
23 Department 322 of the Central Civil West Courthouse of the Los Angeles County Superior
24 Court, 600 South Commonwealth Ave., Los Angeles, CA 90005.

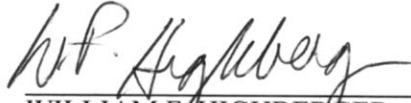
25 17. In the event that the Final Order is not entered for any reason, then the
26 Stipulation, as well as the findings contained herein, ~~shall be deemed null and void ab initio.~~ 

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shall be deemed null and void ab initio

Dated:

3/23/16



WILLIAM F. HIGHBERGER

Judge of the Superior Court