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Attorneys for Plaintiff and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

BRENDA GARCIA, an individual, on behalf
of herself and others similarly situated,

PLAINTIFF,

v.

TITANIUM ALARM, LLC; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. CIVDS2013199

[Case Assigned for All Purposes to Hon. David
Cohn in Dept. S-26]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: October 3, 2022
Time: 10:00 a.m.
Dept.: S-26

Complaint Filed: May 29, 2020
Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff BRENDA
3 GARCIA (“Class Representative” or “Plaintiff”) against Defendant TITANIUM ALARM, LLC
4 (“Defendant”). The Motion for Final Approval of Class Action Settlement came before this Court,
5 on October 3, 2022.

6 **WHEREAS**, Judge David Cohn granted preliminary approval of the First Amended Class
7 Action Stipulation and Agreement for Class Action Settlement and Release of Claims
8 (“Agreement” or “Settlement”), attached to the concurrently-filed Declaration of Szamet as
9 Exhibit “1”, on May 31, 2022.

10 **WHEREAS**, Plaintiff BRENDA GARCIA has applied to the Court for an order granting
11 final approval of the Settlement Agreement.

12 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
13 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The
14 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
15 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Szamet, Brenda
16 Garcia; and Karen Hernandez of ILYM Group, Inc.; and the supporting documents annexed
17 thereto, now finds:

18 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

19 1. The Court has personal jurisdiction over all Class Members and that the Court has
20 subject matter jurisdiction to approve the Agreement;

21 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and
22 in compliance with California Code of Civil Procedure, the California and United States
23 Constitutions (including the due process clauses), the California Rules of Court and any other
24 applicable law, and in the best interest of each of the Parties and the Class Members and is hereby
25 finally approved in all respects.

26 3. The Parties are hereby directed to perform the terms of the Settlement as described
27 in the Agreement according to its terms and provisions.

28 4. The Agreement is binding on Plaintiff and all other Class Members, except those

1 who timely and properly filed Request for Exclusion, as well as their heirs, executors and
2 administrators, successors and assigns.

3 5. There are zero (0) valid requests for exclusion.

4 6. There are zero (0) objectors to the Agreement.

5 7. It is ordered that the settlement class is certified for settlement purposes only. The
6 Court finds that an ascertainable class exists and a well-defined community of interest exists in the
7 questions of law and fact involved because in the context of the Agreement: (i) there are questions
8 of law and fact common to the Class Members which, as to the Agreement and all related matters,
9 predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of
10 the Class Members; and (iii) in negotiating, entering into and implementing the Agreement,
11 Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest
12 of the Class Members.

13 8. The Court finds that the Notice and notice methodology implemented pursuant to
14 this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was
15 reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the
16 Action, their right to object to or exclude themselves from the proposed Agreement and their right
17 to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and
18 sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements
19 of the California Code of Civil Procedure, the California and United States Constitution (including
20 the Due Process Clause), the California Rules of Court and any other applicable law.

21 9. The settlement class is hereby made final. The "Settlement Class" is defined as all
22 persons who worked as a non-exempt employee for Defendant Titanium Alarm, LLC in the State
23 of California who worked overtime and received commission earnings in the same pay period in
24 which such overtime was worked at any time since May 29, 2016 through August 31, 2021.

25 10. The "Class Period" is May 29, 2016 through August 31, 2021.

26 11. The Agreement is not an admission by Defendant, nor is this Final Order a finding
27 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order,
28 the Agreement, nor any document referred to herein, nor any action taken to carry out the

1 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
2 wrongdoing on the part of Defendant.

3 12. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each Class
4 Member shall fully release and discharge the Released Parties pursuant to the following release
5 and expressly waive and relinquish any and all claims, rights or benefits that they may have under
6 California Civil Code § 1542, which provides:

7 “any and all claims, rights, demands, liabilities and causes of action
8 under California law that Class Members have had or now have
9 against the Released parties for any acts occurring during the
10 Release Period that were pled in the Complaints or that could have
11 been pled based on the identical factual predicate for the allegations
12 in the Complaints, specifically including any such claims for failure
13 to pay minimum wages, failure to pay overtime wages, failure to
14 provide accurate wage statements, unfair competition, and failure to
15 pay all wages upon termination, and any claims in connection
16 therewith for damages, restitution, interest, penalties, costs and
17 attorneys’ fees.”

18 13. Plaintiff and all Class Members who have not been timely and properly excluded
19 from the settlement class, and any person acting on their behalf, are permanently barred and
20 enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class
21 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any
22 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
23 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Class Members
24 into a separate class for purposes of pursuing as a purported class action (including by seeking to
25 amend a pending complaint to include class allegations, or by seeking class certification in a
26 pending action) any lawsuit based on or relating to the Released Claims.

27 14. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiff and
28 the PAGA Members release Defendant and the Released Parties from “any and all claims, rights,
demands, liabilities and causes of action under California law that Class Members have had or
now have against the Released parties for any acts occurring during the Release Period that were
pled in the Complaints or that could have been pled based on the identical factual predicate for the
allegations in the Complaints, specifically including any such claims for failure to pay minimum

1 wages, failure to pay overtime wages, failure to provide accurate wage statements, unfair
2 competition, and failure to pay all wages upon termination, and any claims in connection therewith
3 for damages, restitution, interest, penalties, costs and attorneys' fees."

4 15. The Agreement provides that the Gross Settlement Amount is \$147,021.01. The
5 Net Settlement Amount shall be determined according to the terms of the Settlement Agreement.

6 16. The Court orders the calculations and the payments to be made and administered in
7 accordance with the terms of the Agreement.

8 17. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
9 settlement class for purposes of entering into and implementing the settlement. The Court hereby
10 confirms Kingsley & Kingsley, APC as Class Counsel in the Action.

11 18. The Court hereby finds the unopposed application of Class Counsel for a costs and
12 attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light
13 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$49,007.00 shall
14 be paid for attorney fees and \$12,000.00 shall be paid for litigation costs.

15 19. The unopposed application of Class Counsel for an enhancement payment to
16 Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$5,000.00 Class Representative
17 Enhancement Payment shall be allocated to Class Representative BRENDA GARCIA.

18 20. The unopposed application of Class Counsel for claims administration fees to
19 ILYM Group, Inc. is hereby granted. Of the Gross Settlement Amount, \$6,000.00 shall be paid
20 for settlement administration fees.

21 21. The Court approves the PAGA Payment in the amount of \$7,500.00. The Court
22 approves 75% of the PAGA Payment being allocated to the Labor and Workforce Development
23 Agency ("LWDA") in the amount of \$5,625.00. The Court further directs that the remaining 25%
24 of the PAGA Payment, in the amount of \$1,875.00 shall be allocated to the Net Settlement Amount
25 for distribution to the PAGA Members.

26 22. Defendant shall have no further liability for costs, expenses, interest, attorneys'
27 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

28 23. If a Class Member/PAGA Member does not cash his or her settlement check within

1 90 days, the uncashed funds shall be transmitted by the Settlement Administrator to a *cy pres*
2 beneficiary to be selected by the parties to this Agreement and approved by the Court pursuant to
3 the terms of Code of Civil Procedure section 384.

4 24. Defendant shall have no further liability for costs, expenses, interest, attorneys'
5 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

6 25. The Court hereby grants and authorizes the Parties, without further approval from
7 the Court, to agree to and to adopt such amendments, modifications and expansions of this
8 Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)
9 do not limit the rights of Class Members under the Stipulation.

10 26. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
11 shall retain jurisdiction over the Action, the Parties, and the settlement class, as well as the
12 administration and enforcement of the terms of the Settlement of this action to enforce the terms
13 of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
14 continuing jurisdiction over the Action, the Parties, and the settlement class, as well as the
15 administration and enforcement of the Settlement. Any disputes or controversies arising with
16 respect to the interpretation, consummation, enforcement, or implementation of the Settlement
17 shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict
18 the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms
19 of the Agreement.

20 27. This Final Order shall constitute a final judgment.

21
22 **DATED:** _____

23 **JUDGE OF THE SUPERIOR COURT**
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(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On September 8, 2022, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

John K. Rubiner Michelle T. Harrington Matthew S. Jones jrubiner@fmglaw.com mharrington@fmglaw.com mjones@fmglaw.com Freeman Mathis & Gary, LLP 550 South Hope Street, 22nd Floor Los Angeles, CA 90071-2627	Walter L. Haines admin@uelglaw.com UNITED EMPLOYEES LAW GROUP, PC 4276 Katella Avenue, Suite #301 Los Alamitos, CA 90720
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☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC MAIL TRANSMISSION:** I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 8, 2022, at Woodland Hills, California.



Michelle A. Tanzer