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DEPUTY

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

TAMIR QADREE, individually, and on behalf
of other members of the general public similarly
situated,

Plaintiff,

vs.

ADT LLC, a Delaware limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. STK-CV-UOE-2020-0003022

Assigned to the Hon. Barbara Kronlund

~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND A CLASS
REPRESENTATIVE ENHANCEMENT
AWARD

Date: August 20, 2024
Time: 9:00 a.m.
Place: Department 10-D

Complaint Filed: February 28, 2020
Trial Date: None Set

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1 adequate, and reasonable.

2 7. In so finding, the Court has considered all evidence presented, including evidence
3 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the
4 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
5 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
6 sufficient information about the nature and magnitude of the claims being settled, as well as the
7 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
8 which the Parties have agreed.

9 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
10 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
11 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
12 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
13 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
14 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
15 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
16 provides Class Members with fair and adequate relief.

17 9. The Settlement Agreement is not an admission by Defendant or by any other Released
18 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
19 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
20 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
21 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
22 whatsoever by or against Defendant or any of the other Released Parties.

23 10. Final approval shall be with respect to: All persons who worked for Defendant as
24 commission-paid outside salespeople in the State of California from February 28, 2016 through October
25 13, 2023, and who either did not sign or opted out of Defendant's arbitration agreement/dispute
26 resolution program.

27 11. Plaintiff Tamir Qadree is an adequate and suitable representative and is hereby
28 appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment

1 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the
2 Settlement Class, and that his interests are aligned with those of the Settlement Class.

3 12. The Court hereby awards Plaintiff a Class Representative Enhancement Award of
4 \$7,500 for his service on behalf of the Settlement Class.

5 13. The Court finds that the attorneys at Capstone Law APC have the requisite
6 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
7 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position
8 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

9 14. The settlement of civil penalties under PAGA in the amount of \$228,666.40 is hereby
10 approved. Seventy-Five Percent (75%), or \$171,499.80, shall be paid to the California Labor and
11 Workforce Development Agency. The remaining Twenty-Five Percent (25%), or \$57,166.60, will be
12 paid to Aggrieved Employees.

13 15. The Court hereby awards \$161,667 in attorneys' fees and \$10,000 in costs and expenses
14 to Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable for a
15 contingency fee in a class action such as this; i.e., one-third of the common fund created by the
16 settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees
17 via their lodestar crosscheck, and the Court finds that the attorney staffing, hours billed, and hourly rates
18 are reasonable.

19 16. The Court approves settlement administration costs and expenses in the amount of
20 \$20,000 to CPT Group, Inc.

21 17. All Class Members were given a full and fair opportunity to participate in the Approval
22 Hearing, and all Class Members wishing to be heard have been heard. Class Members also have had a
23 full and fair opportunity to exclude themselves from the proposed settlement and the class. Accordingly,
24 the terms of the Settlement Agreement and of the Court's Order and Judgment shall be forever binding
25 on all Participating Class Members. These Participating Class Members have released and forever
26 discharged the Released Parties from any and all Released Class Action Claims during the Class Period:

27 Any claims reasonably arising out of, reasonably derived from, or reasonably
28 related to the facts and matters alleged in the Class Action, including, without
limitation, California Labor Code sections 201, 202, 203, 204, 210, 222.5, 223,

226, 226.2, 226.7, 510, 512, 516, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2810.5, 17200, the corresponding provisions of the applicable Industrial Welfare Commission wage orders, the California Unfair Competition Law, Cal. Bus. & Prof. Code sections 17200, *et seq.*, or any other claims in law or equity, to the extent the claims, causes of action, damages, restitution, penalties, and other relief reasonably arose out of the following causes of action for (1) § 226.2 (failure to compensate for rest periods and other non-productive time); (2) §§ 1182.12, 1194, 1197, 1197.1, & 1198 (unpaid minimum wages); (3) §§ 226.7, 512(a), 516, & 1198 (failure to provide meal periods); (4) §§ 226.7, 516, & 1198 (failure to authorize and permit rest periods); (5) §§ 226(a), 1174(d), & 1198 (non-compliant wage statements and failure to maintain payroll records); (6) § 204 (failure to timely pay wages during employment); (7) § 2802 (unreimbursed business expenses); (8) § 17200 (unlawful business practices), which includes the previously stated Labor Code violations along with the following: (a) § 222.5 (failure to pay for mandatory drug testing costs), (b) § 223 (secret payment of lower wages), and (c) § 2810.5 (failure to provide notice of material terms of employment); and (9) § 17200 (unfair business practices). Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

18. Additionally, all Aggrieved Employees and the LWDA have released and forever discharged the Released Parties from any and all Released PAGA Action Claims during the PAGA Period:

Any and all claims for PAGA civil penalties that were asserted in the PAGA Action and PAGA Notice or reasonably could have been asserted against the Released Parties, including any claims for costs, expenses, and attorneys' fees, claims reasonably arising out of, reasonably derived from, or reasonably related to the facts and matters alleged in the PAGA Action and PAGA Notice pursuant to California Labor Code sections 2698, *et seq.* for alleged violations of Labor Code sections 201, 202, 203, 204, 210, 221, 222.5, 223, 224, 226(a), 226.2, 226.7, 256, 512(a), 516, 558(a), 1174(d), 1174.5, 1182.12, 1194, 1194.5, 1197, 1198, 2751, 2802, and 2810.5, and claims for (1) failure to compensate for rest periods and other non-productive time; (2) failure to pay minimum wages; (3) failure to provide and record meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide and maintain compliant wage statements and failure to maintain payroll records; (6) failure to timely pay wages during employment; (7) failure to pay wages upon termination; (8) failure to pay costs of medical or physical examination; (9) secret payment of lower wages; (10) failure to reimburse necessary business expenses; and (11) failure to provide written notice of material terms of employment.

19. Judgment in this matter is entered in accordance with the above findings.

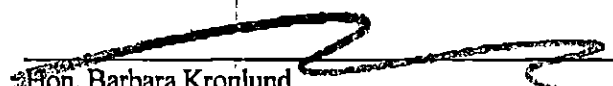
20. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code § 664.6, including all Participating Settlement Members and Aggrieved Employees, for purposes of

1 enforcing the terms of the Judgment entered herein.

2 21. This document shall constitute a judgment (and separate document constituting said
3 judgment) for purposes of California Rules of Court, Rule 3.769(h).

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5 IT IS SO ORDERED, ADJUDGED, AND DECREED.

6 Dated: AUG 20 2024

7 
8 Hon. Barbara Kronlund
9 San Joaquin County Superior Court Judge
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