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

ROBERT HARLOW, JR., individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,
vs.

COVENANT AVIATION SECURITY, LLC,
an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

MARY ALFARDI, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,
vs.

COVENANT AVIATION SECURITY, LLC,
an Illinois limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 20-CIV-03986
(Consolidated with Case Nos. 23-CIV-05656
and 20-CIV05141)

Honorable Nancy L. Fineman
Department 4

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: September 17, 2024
Time: 2:00 p.m.
Department: 4

Complaint Filed: September 16, 2020
Trial Date: None Set

1 ROBERT HARLOW, JR., individually, and
2 on behalf of other aggrieved employees
3 pursuant to the California Private Attorneys
General Act;

4 Plaintiff,

5 vs.

6 COVENANT AVIATION SECURITY, LLC,
an unknown business entity; and DOES 1
through 100, inclusive,

7 Defendants.
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1 This matter has come before the Honorable Nancy L. Fineman in Department 4 of the
2 above-entitled Court, located at 800 N. Humboldt Street, San Mateo, California 94401, on
3 Plaintiffs Robert Harlow, Jr. and Mary Alfardi’s (together, “Plaintiffs”) Motion for Final Approval
4 of Class Action and PAGA Settlement (“Motion for Final Approval”). Lawyers *for* Justice, PC
5 and Aequitas Legal Group, APC appeared on behalf of Plaintiffs, and Fisher & Phillips LLP
6 appeared on behalf of Defendant Covenant Aviation Security, LLC (“Defendant”).

7 On April 3, 2024, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
9 of the above-entitled actions (“Actions”) in accordance with the Class Action and PAGA
10 Settlement Agreement and Stipulation to Amend and Modify the Class Action and PAGA
11 Settlement Agreement (together, “Settlement,” “Agreement,” or “Settlement Agreement”), which,
12 together with the exhibits annexed thereto set forth the terms and conditions for settlement of the
13 Actions.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
19 Settlement Agreement.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Actions.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
24 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
25 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
26 hereby defined to include:

27 All current and former hourly-paid or non-exempt employees who were
28 employed by Defendant in the State of California at any time during the
period from September 16, 2016 through April 3, 2024 (“Class” or “Class

Members”).

4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the Class Members, fully and accurately informed the Class Members of all material elements of the Settlement and of their opportunity to participate in the Settlement, object to or comment to the Class Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

5. Pursuant to California law, the Court hereby grants final approval of the Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following meaningful discovery and investigation conducted by Lawyers *for* Justice, PC and Aequitas Legal Group, APC (together, “Class Counsel”); that the Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court has further considered the absence of objections to the Class Settlement submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be effected in accordance with the Settlement Agreement and the following terms and conditions.

6. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Court also finds Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that all Class Members who have not submitted a timely and valid Request for Exclusion from the Class Settlement (“Settlement Class Members”), are bound by the Class Settlement and by this order and judgment

1 (“Final Approval Order and Judgment”), and the State of California and all current and former
2 hourly-paid non-exempt employees who were employed by Defendant in the State of California
3 at any time during the period from September 15, 2019 through April 3, 2024 (“Aggrieved
4 Employees”) are bound by the PAGA Settlement and this Final Approval Order and Judgment.

5 7. The Court finds that three (3) Class Members have timely and validly opted out of
6 the Class Settlement and will not be bound by this Final Approval Order and Judgment as it relates
7 to the Class Settlement and Released Class Claims.

8 8. The Court finds that allocation of \$500,000.00 toward penalties under the
9 California Private Attorneys General Act of 2004 (“PAGA Penalty Amount”), is fair, reasonable,
10 and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
11 Penalty Amount as follows: the amount of \$375,000.00 to the California Labor and Workforce
12 Development Agency (“LWDA Payment”), and the amount of \$125,000.00 to be distributed to
13 the Aggrieved Employees, in accordance with the terms and methodology set forth in the
14 Agreement.

15 9. The Court hereby orders that upon the Effective Date and full funding of the Total
16 Settlement Amount, Plaintiffs and Settlement Class Members shall be deemed to have fully,
17 finally, and forever released, settled, compromised, relinquished, and discharged any and all of the
18 Released Parties from any and all Released Class Claims he or she may have or had during the
19 Class Period.

20 10. The Court hereby orders that upon the Effective Date and full funding of Total
21 Settlement Amount, Plaintiffs, Aggrieved Employees, and the State of California (with respect to
22 employment of Aggrieved Employees by Defendant during the PAGA Period) will be deemed to
23 have fully, finally, and forever releases, settled, compromised, relinquished, and discharged any
24 and all of the Released Parties from any and all Released PAGA Claims he, she, or it may have or
25 had during the PAGA Period.

26 11. It is hereby ordered that within thirty (30) calendar days of the Effective Date,
27 Defendant will make a one-time deposit of the Total Settlement Amount into a settlement account
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1 to be established by the Settlement Administrator, in accordance with the terms and methodology
2 set forth in the Settlement Agreement.

3 12. It is hereby ordered that within seven (7) calendar days of the funding of the Total
4 Settlement Amount, the Settlement Administrator will issue Individual Settlement Payments to
5 Settlement Class Members, Individual PAGA Payments to Aggrieved Employees, and the LWDA
6 Payment to the LWDA, in accordance with the terms and methodology set forth in the Agreement.

7 13. Class Members and Aggrieved Employees shall have one hundred eighty (180)
8 days to cash, deposit, or negotiate their respective settlement checks under this Agreement. Any
9 checks not negotiated within the one hundred and eighty (180) days will be canceled and will not
10 be reissued. All remaining funds associated with such canceled checks, plus any interest that has
11 accrued thereon, will be transmitted to Legal Aid at Work (for use in San Mateo County), pursuant
12 to California Code of Civil Procedure Section 384. All Settlement Class Members and Aggrieved
13 Employees shall be bound by the terms and conditions of this Settlement Agreement regardless of
14 whether or not they cash or otherwise negotiate their Individual Settlement Payment check and/or
15 Individual PAGA Payment check.

16 14. After entry of this Final Approval Order and Judgment, pursuant to California Rules
17 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
18 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
19 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
20 any dispute arising from or in connection with the distribution of settlement benefits.

21 15. Notice of entry of this Final Approval Order and Judgment shall be given to the
22 Settlement Class Members and Aggrieved Employees by posting a copy of the Final Approval
23 Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60)
24 calendar days after the date of entry of this Final Approval Order and Judgment. Individualized
25 notice is not required.

26 16. A Final Compliance Hearing is set for _____ at _____
27 a.m./p.m. in Department 4. Class Counsel shall submit a final accounting report regarding the
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status of the settlement administration at least five (5) court days prior to the Final Compliance Hearing.

Dated: _____
Honorable Nancy L. Fineman
Judge of the Superior Court