

FILED
Superior Court of California
County of Los Angeles

10/04/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Ventura Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Luis Sanchez, Enrique Quiazon, Marita
Quiazon, and Jose Angel Cruz on behalf
of themselves and others similarly
situated

Plaintiffs,

vs.

BRINK'S, INCORPORATED, a
Delaware corporation; DUNBAR
ARMORED, INC., A Maryland
corporation; and DOES 1 through 1000,
Inclusive,

Defendants.

Case No. 21STCV11887

(Consolidated with Case: 21STCV18039)
Assigned for all purposes to:

Hon. Jon R. Taksugi, Dept. 17

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

Date: October 4, 2023

Time: 9:30 a.m.

Dept: 17

AND CONSOLIDATED CASES

1 This matter came on for hearing on October 4, 2023 in Department 17 of the above-
2 captioned Court on the unopposed Motion for Final Approval of Class Action Settlement
3 pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary Approval
4 filed July 13, 2023 and the Joint Stipulation of Settlement ("Settlement Agreement"), a copy of
5 which was filed in conjunction with the Plaintiff's Motion for Preliminary Approval of Class
6 Action Settlement.

7 Having received and considered the Settlement Agreement, the supporting papers filed by
8 the Parties, and the evidence and argument received by the Court in conjunction with the
9 unopposed Motion for Preliminary Approval of Class Action Settlement heard July 13, 2023 and
10 the instant Motion for Final Approval, the Court grants final approval of the Settlement and
11 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
13 each Settlement Class Member by first-class mail. These papers informed the Settlement Class
14 of the terms of the Settlement, their right to receive an Individual Settlement Payment, their right
15 (a) to comment on or object to the Settlement, (b) to request exclusion from the Settlement and
16 pursue their own remedies, and (c) of their right to appear in person or by counsel at the final
17 approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time
18 were provided by each of these procedures. No member of the Class filed written objection to
19 the proposed Settlement as part of this notice process or stated an intention to appear at the final
20 approval hearing.

21 2. The Court finds and determines that this notice procedure afforded adequate
22 protections to Settlement Class Members and provides the basis for the Court to make an informed
23 decision regarding approval of the Settlement based on the responses of the Settlement Class.
24 The Court finds and determines that the notice provided in this case was the best notice
25 practicable, which satisfied the requirements of law and due process.

26 3. With respect to the Settlement Class and for purposes of approving this Settlement
27 only, this Court finds and concludes that: (a) the members of the Settlement Class are
28 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions

1 of law or fact common to the Settlement Class, and there is a well-defined community of interest
2 among members of the Settlement Class with respect to the subject matter of the Action; (c) the
3 claims of Class Representatives Luis Sanchez, Enrique and Marita Quiazon, and Jose Angel Cru
4 are typical of the claims of the members of the Settlement Class; (d) the Class Representative has
5 fairly and adequately protected the interests of the members of the Settlement Class; (e) a class
6 action is superior to other available methods for an efficient adjudication of this controversy; and
7 (f) the counsel of record for the Class Representatives, i.e., Class Counsel, are qualified to serve
8 as counsel for Plaintiff in their individual and representative capacities for the Class. The Court
9 has certified a Settlement Class, as that term is defined in and by the terms of the Settlement
10 Agreement as (1) all current and former hourly paid or non-exempt employees who have worked
11 for Defendant as a driver and/or messenger in California from November 1, 2019 to the date of
12 preliminary approval of this Settlement or November 14, 2022, whichever is earlier; and (2) all
13 current and former hourly paid or non-exempt employees who have worked for Defendant other
14 than as drivers and/or messengers in California from April 1, 2017 to the date of preliminary
15 approval of this Settlement or November 14, 2022, whichever is earlier. The difference in the
16 Class by job title is based on the prior settlement in David Walker, et al. v. Brink's Global Services
17 USA, Inc. et al., which the Parties agree released the claims set forth in that settlement with respect
18 to drivers and/or messengers through October 31, 2019., and the Court deems this definition
19 sufficient for purposes of California Rule of Court 3.765(a).

20 4. The Court hereby confirms Aegis Law Firm, PC, Lavi and Ebrahimian LLP,
21 and Bradley/Grombacher LLP as Class Counsel.

22 5. The Court hereby confirms Plaintiffs Luis Sanchez, Enrique and Marita
23 Quiazon, and Jose Angel Cruz as the Class Representative in this Action.

24 6. The Court finds and determines that the terms set forth in the Settlement
25 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
26 according to its terms, having found that the Settlement was reached as a result of informed and
27 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
28 that the Parties conducted extensive investigation, research, and discovery and that their attorneys

1 were able to reasonably evaluate their respective positions. The Court also finds that the
2 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
3 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
4 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
5 value accorded to the Class.

6 8. The Court further finds and determines that the terms of the Settlement are fair,
7 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that
8 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
9 should be and hereby are ordered to be consummated.

10 9. The Court hereby approves the Gross Settlement Amount of \$2,600,000.00.

11 10. The Court finds and determines that the Individual Settlement Payments to be paid
12 to participating Settlement Class Members as provided for by the Settlement are fair and
13 reasonable. The Court hereby gives final approval to and orders the payment of those amounts
14 be made to the participating Settlement Class Members in accordance with the Settlement
15 Agreement.

16 11. The Court finds and determines that payment to the California Labor and
17 Workforce Development Agency of \$75,000.00 as its share of the settlement of civil penalties in
18 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
19 that the payment of that amount be paid in accordance with the Settlement Agreement.

20 12. The Court finds and determines that the fees and expenses in administrating the
21 Settlement incurred by ILYM Group Settlement Administrators in the amount of \$20,550.00, are
22 fair and reasonable. The Court hereby gives final approval to and orders that the payment of that
23 amount in accordance with the Settlement.

24 13. The Court finds and determines the Class Representative Enhancement Awards
25 of up to \$10,000.00 for each Named Plaintiff (\$40,000.00 in total) are fair and reasonable. The
26 Court hereby orders the Administrator to make this payment to the Plaintiff/Class
27 Representative in accordance with the terms of the Settlement Agreement.

1 14. Pursuant to the terms of the Settlement, and the authorities, evidence and
2 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
3 in the sum of \$866,666.67 and actual litigation costs of \$26,193.12. The Court finds such
4 amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to
5 make these payments in accordance with the terms of the Settlement Agreement.

6 15. Without affecting the finality of this order or the entry of judgment in any way,
7 the Court retains jurisdiction of all matters relating to the interpretation, administration,
8 implementation, effectuation, and enforcement of this order and the Settlement.

9 16. Neither Defendant nor any related persons or entities shall have any further
10 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
11 except as provided for by the Settlement Agreement.

12 17. Neither the making of the Settlement Agreement nor the entry into the Settlement
13 Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of
14 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a
15 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
16 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement
17 be construed as an admission or concession by or against Defendant or any related person or
18 entity.

19 18. Nothing in this order shall preclude any action to enforce the Parties' obligations
20 under the Settlement or under this order, including the requirement that Defendants make
21 payment to the participating Settlement Class Members in accordance with the Settlement.

22 19. Upon completion of administration of the Settlement, the Settlement
23 Administrator will provide written certification of such completion to the Court and counsel for
24 the Parties which shall be filed with the Court five (5) court days before the non-appearance
25 compliance hearing set for **April 4, 2024** or, ~~for _____, 2024 at 9:00 a.m.~~^{8:30}, in Dept. 17.

26 20. The Court hereby enters final judgment in accordance with the terms of the
27 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement
28 filed on July 13, 2023 and this Order.

21. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation costs.

DATED: 10/04/2023, 2023

Honorable Jon R. Talsugi
JUDGE OF THE SUPERIOR COURT

Jon R. Takasugi / Judge