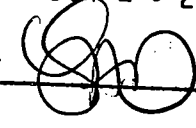


OCT 19 2022

Kane Moon (SBN 249834)
 Allen Feghali (SBN 301080)
 Edwin Kamarzarian (327830)
MOON & YANG, APC
 1055 W. Seventh St., Suite 1880
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125
 E-mail: kane.moon@moonyanglaw.com
 E-mail: allen.feghali@moonyanglaw.com
 E-mail: edwin.kamarzarian@moonyanglaw.com

FILED
 KERN COUNTY

OCT 19 2022

BY  DEPUTY

Attorneys for Plaintiff Jeffrey Gooding

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF KERN**

JEFFREY GOODING, individually, and on
 behalf of all others similarly situated,

Plaintiff,

vs.

AAA QUALITY SERVICES, INC., a California
 corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: BCV-21-100405

[Hon. Thomas S. Clark, Dept. 17]

**[PROPOSED] ORDER AND JUDGMENT
 GRANTING PLAINTIFF'S MOTION
 FOR FINAL APPROVAL OF CLASS
 ACTION SETTLEMENT**

*[Filed with the Memorandum of Points and
 Authorities; the Declaration of Kane Moon,
 the Declaration of Madely Nava on behalf of
 the Settlement Administrator, and the
 Declaration of Jeffrey Gooding]*

FINAL APPROVAL HEARING

Date: October 19, 2022

Time: 8:45 a.m.

Dept. 17

1 On June 30, 2022, this Court issued an Order Granting Preliminary Approval of Class
2 Action Settlement. Plaintiff Jeffrey Gooding now seeks an order and judgment granting final
3 approval of the Class Action Settlement (the "Settlement"), attached to the Declaration of Kane
4 Moon in Support of Plaintiff's Motion for Final Approval of Class Action Settlement as Exhibit
5 1.

6 Due and adequate notice having been given to the Settlement Class Members, as defined
7 below, and the Court having considered Plaintiff's Notice of Motion and Motion for Final
8 Approval of Class Action Settlement ("Motion"), the supporting declarations and exhibits
9 thereto, all papers filed and proceedings had herein, and the absence of any written objections
10 received regarding the proposed settlement, and having reviewed the record in the Action, and
11 good cause appearing,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

13 1. The Court, for purposes of this Final Order and Judgment, refers to all defined
14 terms as set forth in the Settlement.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
16 Settlement Class Members, and Defendant AAA Quality Services, Inc. ("Defendant").

17 3. The Court finds that the Settlement appears to have been made and entered into
18 in good faith and hereby approves the settlement subject to the limitations on the requested fees
19 and enhancements as set forth below.

20 4. Plaintiff and all Settlement Class Members, shall have, by operation of this Final
21 Order and Judgment, fully, finally, and forever released, relinquished, and discharged
22 Defendants from all Released Claims as stated in the Settlement and reproduced here:

23 5. The Parties shall bear their own respective attorneys' fees and costs, except as
24 otherwise provided for in the Settlement and approved by the Court.

25 6. Solely for purposes of effectuating the settlement, the Court finally certified the
26 following Class: All non-exempt employees of Defendant who worked in California during the
27 Class Period..
28

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1 7. No Class Members have objected to the terms of the Settlement and no Class
2 Members have requested exclusion from the Settlement.

3 8. Class Members make the following release:

- 4 a. **Identity of Released Parties.** The released parties are Defendant, AAA Security,
5 Inc. and Knight Guard Security, Inc., and each of their former and present direct
6 and/or indirect owners, dba's, affiliates, parents, subsidiaries, brother and sister
7 corporations, divisions, related companies, successors and predecessors, and current
8 and former employees, attorneys, officers, directors, shareholders, owners, trustees,
9 attorneys, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents,
10 servants, insurers, representatives, administrators, employee benefit plans, and
11 assigns of said entities (collectively "Releasees").
- 12 b. **Date Release Becomes Effective.** The Released Claims will be released upon the
13 later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's
14 obligation to provide to the Settlement Administrator a sum in the amount required to
15 satisfy all required payments and distributions pursuant to this Settlement and the
16 Order and Judgment of final approval. Class Members will not release the Released
17 Claims or Released PAGA Claims until both the Effective Date of the Settlement has
18 occurred, and Defendant has paid all amounts owing under the Settlement.
- 19 c. **Claims Released by Settlement Class Members.** Each and every Class Member, on
20 behalf of himself or herself and his or her heirs and assigns, unless he or she has
21 submitted a timely and valid Request for Exclusion (which will not effectuate an opt-
22 out from the release of Released PAGA Claims), hereby releases the Released Parties
23 from the following claims for the entire Class Period:

- 24 1. all known and unknown claims, losses, damages, liquidated damages,
25 penalties, interest, liabilities, causes of action, civil complaints,
26 arbitration demands or suits which arise from the facts asserted in the
27 Action, including, without limited to the foregoing, all claims under
28 the California Labor Code as alleged in the Action, including

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violations for meal periods, rest breaks, unpaid overtime and minimum wages, timely payment of wages, wage statements, waiting time penalties, reimbursement of business expenses, penalties under the Private Attorneys General Act sections 2698, et seq., and violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, et seq.) or other remuneration whether sought under statute, tort, contract or as an unfair business practice (“Released Claims”);

2. as to any Class Member who cashes their Settlement Payment, the signing and negotiation of that check shall serve as the Class Member’s consent to join the action for purposes of releasing claims arising under the Fair Labor Standards Act that are related to the claims stated in the Action, implicitly or explicitly; and,
3. in addition, as to all Class Members employed during the Released PAGA Claims Period, whether requesting exclusion from the Settlement or not, the Released PAGA Claims (see Paragraph 14 of the Settlement Agreement,).

9. The Notice provided to the Class conforms with the requirements of California Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of due process.

10. The Court finds the Gross Settlement Fund, the Net Settlement Fund, and the methodology used to calculate and pay each Settlement Class Member's Allocation Amount are fair and reasonable and authorizes the Settlement Administrator to pay the Settlement Shares to the Settlement Class Members in accordance with the terms of the Settlement.

11. Defendant shall pay the total of \$510,000.00 to resolve this litigation. Within 14 calendar days of the Effective Date, Defendant shall deposit all funds due under the Settlement



1 with the Administrator. Thereafter, Settlement Allocation Amounts shall be distributed to
2 Settlement Class Members and shall be effected pursuant to the terms of the Settlement.

3 12. From the Gross Fund Value, \$37,500.00 shall be paid to the California Labor and
4 Workforce Development Agency, representing 75% of the penalties awarded under the terms of
5 the Settlement and Amendment pursuant to the Labor Code Private Attorneys General Act of
6 2004, California Labor Code section 2698, et seq.

7 13. The Court hereby approves an incentive payment in the amount of \$10,000.00 to
8 Jeffrey Gooding for his service as class representative and for his agreement to release claims.

9 14. The Court hereby confirms Kane Moon, Allen Feghali, and Edwin Kamarzarian
10 of Moon & Yang, APC as Class Counsel.

11 15. From the Gross Settlement Fund, Class Counsel is awarded \$178,500.00 for their
12 reasonable attorneys' fees and \$12,977.77 for their reasonable litigation costs incurred in the
13 Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement.
14 The Court finds that the fees are reasonable in light of the benefit provided to the Class.

15 16. The Court approves Settlement Administration Costs in the amount of \$9,990.00.
16 Such costs shall be paid from the Gross Settlement Fund to Phoenix Class Action Settlement
17 Administrators.

18 17. The Parties are ordered to have notice of this Order and Judgment sent to all Class
19 Members in accordance with CRC 3.771 (b) along with settlement payments issued via first
20 class mail to all participating Class Members at their last known addresses.

21 18. This Judgment is intended to be a final disposition of the above captioned action
22 in its entirety and is intended to be immediately appealable.

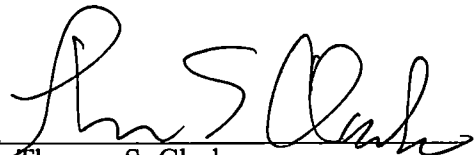
23 19. This Court shall retain jurisdiction with respect to all matters related to the
24 administration and consummation of the Settlement, and any and all claims, asserted in, arising
25 out of, or related to the subject matter of the lawsuit, including but not limited to all matters
26 related to the Settlement and the determination of all controversies relating thereto.

1 20. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby
2 granted, and the Court directs that Judgment shall be entered in accordance with the terms of
3 this Order.

4 21. The Court sets a ~~Non~~ Appearance Hearing (Case Review) Re: Distribution on
5 7-19, 2023 at 8³⁰ in Department 17. Class Counsel is ordered to file a final report
6 and declaration regarding distribution no later than _____.
(remote appearance authorized) fl

7 **IT IS SO ORDERED.**

8
9 DATE: 10-19-22


Hon. Thomas S. Clark
Judge of the Kern County Superior Court