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MICHAEL HARRINGTON

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

MICHAEL HARRINGTON on behalf of
himself, and all others similarly situated, and
all aggrieved employees,

Plaintiff,

v.

CREATIVE SECURITY COMPANY, INC.;
and DOES 1 through 50, inclusive,

Defendants.

Case No: RG21095377

CLASS & REPRESENTATIVE ACTION

*Assigned for All Purposes to the Honorable
Brad Seligman, Dept. 23*

**[PROPOSED] REVISED ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 18, 2022
Time: 3:00 p.m.
Dept. 23

Complaint Filed: April 9, 2021
FAC Filed: May 18, 2021
SAC Filed: September 30, 2022

Reservation No: 972899859533

1 Plaintiffs Michael Harrington and Brandon Oldham (“Class Representatives” or
2 “Plaintiffs”) and Defendant Creative Security Company, Inc. (“Defendant”) have entered into a
3 “Amended Joint Stipulation of Class Action and PAGA Settlement and Release of Claims” (the
4 “Amended Stipulation”) which, if approved, would resolve this putative class action. Upon
5 review and consideration of the motion papers submitted by the parties, including the Stipulation
6 and all exhibits thereto, the Court determines and orders as follows:

7 1. The Court has jurisdiction over this matter and venue is proper.

8 2. This action is provisionally certified as a class action, for settlement purposes
9 only, pursuant to California Code of Civil Procedure Section 382 and California Rule of
10 Court rule 3.763. The Class is defined as follows: “All current and former hourly security guard
11 and mobile patrol employees who worked for Defendant in California during the period from
12 April 9, 2017 through January 6, 2022, inclusive.” The “Class Period” refers to the period from
13 April 9, 2017 through January 6, 2022, inclusive.

14 3. The Court finds that the term “Aggrieved Employees” means all current and
15 former hourly security guard and mobile patrol employees who worked for Defendant in
16 California at any time during the time period from and including March 12, 2020 through
17 January 6, 2022, referred to as the PAGA Period. All Class Members are Aggrieved Employees.

18 4. The Court preliminarily approves the proposed settlement as set forth in the
19 Stipulation as within the range of possible final approval.

20 5. The Court preliminarily appoints Eric A. Grover and Robert W. Spencer of Keller
21 Grover LLP as Class Counsel.

22 6. The Court preliminarily appoints Michael Harrington and Brandon Oldham as
23 Class Representatives for the Class.

24 7. The Court preliminarily finds, for purposes of this settlement only, that the Class
25 Representative and Class Counsel fairly and adequately represent and protect the interests of the
26 absent Class Members.

27 8. The Court approves and appoints Phoenix Settlement Administrators to serve as
28 the Settlement Administrator and directs Phoenix Settlement Administrators to carry out all

1 duties and responsibilities of the Settlement Administrator specified in the Stipulation.

2 9. Pursuant to California Rules of Court rule 3.769, the Court approves the manner
3 of class notice set forth in the Stipulation. The Court approves the form and content of the notice
4 form proposed by counsel, specifically the Notice of Class Action and PAGA Settlement
5 (“Notice”), which is attached to the Amended Stipulation as **Exhibit 1**. The Court finds that the
6 Notice constitutes the best notice practicable under the circumstances and is valid, due and
7 sufficient notice to the Class of the pendency of the action, preliminary certification of the Class,
8 the terms of the settlement, procedures to become a Settlement Class Member (as defined in the
9 Stipulation), procedures for objecting to the settlement, procedures to opt out of the settlement,
10 and the time and place of the Final Approval Hearing. The proposed manner of class notice
11 satisfies the requirements of due process, and complies with applicable law, including California
12 Code of Civil Procedure Section 382 and California Rules of Court rule 3.769.

13 10. No later than 21 calendar days after this Order is entered by the Court, according
14 to the terms set forth in the Stipulation, Defendant shall provide the Settlement Administrator
15 with all of the following information about each Class member in Excel format (the “Class Data
16 List”): (i) each Class Member’s full name; (ii) each Class Member’s last-known mailing address;
17 (iii) each Class Member’s Social Security and Employee ID numbers; (iv) the number of 5-
18 day/40 hours weeks worked by each Class Member during the Class Period; (v) the number of 4-
19 day/40 hours weeks worked by each Class Member during the Class Period; and (vi) the number
20 of pay periods worked by each Aggrieved Employee during the PAGA Period.

21 11. No later than 14 calendar days after receiving the Class and Aggrieved Employee
22 Data from Defendant, the Settlement Administrator shall send Class Members and Aggrieved
23 Employees the Court-approved Notice by first-class mail to their last known addresses. The
24 Settlement Administrator will perform address updates and verifications as necessary prior to the
25 first mailing.

26 12. If any Notice is returned as undeliverable, the Settlement Administrator shall
27 perform skip-traces on returned mail and will re-mail the Notices to updated addresses (if any) as
28 soon as possible upon return of the undeliverable Notices.

1 13. Class Members who wish to receive a settlement payment are not required to
2 submit a claim form.

3 14. Class Members will have the opportunity, should they disagree with the number
4 of Qualified Weeks stated on their Notice of Class Action and PAGA Settlement to provide
5 documentation and/or an explanation to show different numbers of breaks-in-service, calendar
6 months and/or pay periods. If there is a dispute, the Settlement Administrator will consult with
7 the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall
8 determine the eligibility for, and the amounts of, any Individual Settlement Payments. The
9 Settlement Administrator's determination of the eligibility for and amount of any Individual
10 Settlement Payment shall be binding upon the Settlement Class Member and the Parties.

11 15. Any Class Member who seeks exclusion from the Class must send a signed,
12 written request to be excluded from the settlement ("Request for Exclusion") via mail that must
13 be postmarked no later than 45 days after the date the Notice is first mailed by the Settlement
14 Administrator (the "Response Deadline"), as described in the Stipulation section III.K.7. The
15 postmark date on the Request for Exclusion envelope shall be the exclusive means used to
16 determine whether the Request for Exclusion was timely submitted. The Request for Exclusion
17 (1) must contain the name, address, and the last four digits of the Social Security number or
18 Employee ID number of the person requesting exclusion; (2) must be signed by the Class
19 Member; (3) must be postmarked by the Response Deadline and returned to the Settlement
20 Administrator at the specified mailing address; and (4) must contain a typewritten or handwritten
21 notice stating in substance: "I wish to opt out of the settlement of the class action lawsuit
22 entitled *Harrington v. Creative Security Company, Inc.*"

23 16. Any Class Member who seeks to object to the settlement must send a written
24 statement of objection ("Notice of Objection"), which must be postmarked no later than 45 days
25 after the date the Settlement Administrator first mails the Notice of Class Action Settlement to
26 Class Members (the Response Deadline), as described in the Stipulation section III.K.8. In order
27 for an objection to be complete, the Notice of Objection must be signed by the Class Member
28 and state (1) the case name and number; (2) the name of the Class Member; (3) the address of the

1 Class Member; (4) the last four digits of the Class Member's Social Security number or
2 Employee ID number; (4) the basis for the objection and any supporting documents; and (5)
3 whether or not the Class Member intends to appear at the final approval hearing. Class Members
4 who fail to make objections in the manner specified above may be deemed to have waived any
5 objections and to be foreclosed from making any objections to the settlement, whether by appeal
6 or otherwise. The failure to submit a written objection does not waive a Settlement Class
7 Member's right to appear and orally object at the final approval hearing.

8 17. Plaintiffs shall file their motion for final approval of the proposed class action and
9 PAGA settlement and motion applying for awards of attorneys' fees and costs, the Class
10 Representative Incentive Award/General Release Payment and settlement administration costs
11 no later than 10 court days prior to the date of the Final Approval Hearing.

12 18. The Final Approval Hearing shall be held on February 14, 2023 at 3:00 p.m. in
13 Department 23, Alameda County Superior Court, 1221 Oak Street, Oakland, California 94612, at
14 which the Court will determine whether the settlement should be finally approved as a fair,
15 reasonable, and adequate to the Class Members; whether the Final Approval Order and Judgment
16 should be entered; whether the PAGA settlement should be approved; whether Class Counsel's
17 application for attorneys' fees and expenses should be approved; whether any requests for a
18 Class Representative service award and general release payment should be approved; and
19 whether the request for the payment of administration costs should be approved.

20 19. The Court reserves the right to modify the date of the Final Approval Hearing and
21 related deadlines set forth herein. The Final Approval Hearing may be postponed, adjourned or
22 continued by Order of the Court without further notice to the Class.

23 20. Pending the final determination of whether the settlement should be approved, all
24 proceedings in the action, except as necessary to implement the settlement or comply with the
25 terms of the Stipulation or this Order, are hereby stayed.

26 21. Should, for whatever reason, the settlement not become final, the fact that the
27 Parties were willing to stipulate to certification of the Class as part of the settlement shall have
28 no bearing on, nor be admissible in connection with, the issue of whether a class should be

certified in a non-settlement context.

22. In the event the settlement is not finally approved or is terminated, canceled or fails to become effective for any reason, the Parties will be returned to their former positions, and specifically the provisional certification will be of no effect.

IT IS SO ORDERED.

Dated: _____, 2022

HON. BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **October 11, 2022**, in the case of *Harrington v. Creative Security Company, Inc., et al.*, Alameda County Superior Court Case Number RG21095377, I served the foregoing document(s):

[PROPOSED] REVISED ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

on the interested party(ies) below, using the following means:

Rona P. Layton, Esq.
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San Jose, California 95113
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Attorneys for Defendant
CREATIVE SECURITY COMPANY, INC

☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



JOEY GONZALEZ