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MICHAEL HARRINGTON and BRANDON OLDHAM

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

MICHAEL HARRINGTON and BRANDON
OLDHAM, on behalf of themselves, and all
others similarly situated, and all aggrieved
employees,

Plaintiffs,

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] ORDER GRANTING
MOTIONS FOR FINAL APPROVAL AND
AWARD OF REASONABLE
ATTORNEYS' FEES AND COSTS, CLASS
REPRESENTATIVE ENHANCEMENTS,
AND SETTLEMENT ADMINISTRATION
FEES; JUDGMENT**

Date: February 14, 2023

Time: 3:00 p.m.

Dept. 23

Judge: The Hon. Brad Seligman

Complaint Filed: April 9, 2021

FAC Filed: May 18, 2021

Reservation No: A-21095377-001

Reservation No: A-21095377-002

1 These matters having come before the Court on February 14, 2023, for final approval of
2 the parties' Amended Joint Stipulation of Class Action and PAGA Settlement and Release of
3 Claims ("Amended Stipulation") entered into by Plaintiffs Michael Harrington and Brandon
4 Oldham ("Plaintiffs" or "Class Representatives") and Defendant Creative Security Company,
5 Inc. ("Creative Security" or "Defendant"), due and adequate notice having been given to the
6 Class Members as required by the October 17, 2022 revised order granting the motion for
7 preliminary approval ("Preliminary Approval Order"), and the Court, having considered all the
8 papers filed and proceedings herein, having received no objections to the settlement, having
9 determined that the settlement is fair, adequate and reasonable, and otherwise being fully
10 informed, **IT IS HEREBY ORDERED:**

11 1. All capitalized terms used herein shall have the same meanings as given them in
12 the Amended Stipulation, which is attached as **Exhibit 1** to the Declaration of Eric A. Grover
13 filed on January 27, 2023, and incorporated herein by reference.

14 2. The Court has jurisdiction over the subject matter of this proceeding and over all
15 Parties to this proceeding, including all Settlement Class Members.

16 3. The Court hereby unconditionally certifies the following class for settlement
17 purposes only: "All current and former hourly security guard and mobile patrol employees who
18 worked for Defendant in California during the Class Period." The Class Period is April 9, 2017
19 through January 6, 2022, inclusive.

20 4. Distribution of notice of the settlement directed to the Class Members as set
21 forth in the Amended Stipulation has been completed in conformity with the Preliminary
22 Approval Order. The class notice program set forth in the Amended Stipulation and completed
23 in conformity with the Preliminary Approval Order provided due and adequate notice of the
24 nature of the case, the proposed settlement, and the other matters set forth in the Preliminary
25 Approval Order. The notice program provided adequate and appropriate notice to persons
26 entitled to notice of the settlement and therefore fully satisfied the requirements of due process.
27 No Class Members submitted requests for exclusion. Accordingly, all Class Members are
28

1 Settlement Class Members covered by and included within the settlement and within this Order
2 granting final approval and judgment (the “Final Approval Order and Judgment”).

3 5. No Class Member has objected to the settlement or the proposed award of
4 attorneys’ fees, costs, or the Class Representative enhancement, and based on the record as a
5 whole, the Court hereby affirms the findings in the Preliminary Approval Order and finds that
6 the settlement is, in all respects, fair, adequate, and reasonable, and directs the parties to
7 effectuate the settlement according to the terms set forth in the Amended Stipulation and this
8 Final Approval Order and Judgment. The Court finds that the settlement has been reached as a
9 result of intensive, serious, and non-collusive arm’s-length negotiations. In granting final
10 approval of the Amended Stipulation, the Court has considered the nature of the claims, the
11 amounts and kinds of benefits paid in settlement, the allocation of settlement proceeds among
12 the Settlement Class Members, and the fact that a settlement represents a compromise of the
13 Parties’ respective positions rather than the result of a finding of liability at trial. Additionally,
14 the Court finds that the terms of the Amended Stipulation have no obvious deficiencies and do
15 not improperly grant preferential treatment to any individual Class Member.

16 6. Pursuant to the Amended Stipulation, Plaintiff and all Settlement Class Members
17 release all Released Claims against the Released Parties.

18 7. As noted, the Court finds the terms of the settlement to be fair, reasonable, and
19 adequate. Within 14 calendar days of the Effective Date, Defendant shall deposit with Phoenix
20 Settlement Administrators (“PSA”) the sum of \$340,000 plus the employer’s share of the
21 payroll taxes related to that payment. A second and final payment of \$170,000, plus the
22 employer’s share of the payroll taxes related to that payment, is due to PSA within 365 days of
23 the Effective Date. PSA shall disburse the settlement funds represented by these two payments
24 totaling \$510,000 (plus the employer’s share of the payroll taxes) in accordance with this Final
25 Approval Order and Judgment and the terms of the Amended Stipulation.

26 8. The Court hereby confirms Keller Grover LLP as Class Counsel.

27 9. Pursuant to the terms of the Amended Stipulation and the authorities, evidence,
28 and argument set forth in Class Counsel’s application, an award of attorneys’ fees of

1 \$159,194.56 as final payment for and complete satisfaction of any and all attorneys' fees owed
2 to Class Counsel is hereby granted. The Court finds that Class Counsel's request falls within
3 the range of reasonableness and that the result achieved justifies the award. The payment of
4 fees to Class Counsel shall be made in accordance with the terms of the Amended Stipulation.

5 10. Pursuant to the terms of the Amended Stipulation and the authorities, evidence,
6 and argument set forth in Class Counsel's application, an award of costs of \$11,305.44 as
7 payment for litigation costs incurred by Class Counsel is hereby granted. The payment of costs
8 to Class Counsel shall be made in accordance with the terms of the Amended Stipulation.

9 11. The Court hereby confirms its prior approval of Plaintiffs Michael Harrington
10 and Brandon Oldham as the Class Representatives and orders payment in the amount of \$7,500
11 to the Class Representative Michael Harrington and \$2,500 to Class Representative Brandon
12 Oldham for their service as the class representatives and in exchange for general releases. The
13 payment of the Class Representative Incentive Awards/General Release Payments shall be
14 made in accordance with the terms of the Amended Stipulation.

15 12. The Court approves the payment of \$9,000 to PSA for settlement administration
16 services in this matter.

17 13. The Court approves the payment of the entire Net Settlement Amount to
18 Settlement Class Members in accordance with the terms of the Amended Stipulation.

19 14. The Court sets a compliance hearing to confirm full administration of the
20 settlement in accordance with the Stipulation and the terms of this Final Approval Order and
21 Judgment. The compliance hearing is set for September ____, 2024 at ____ a.m./p.m. in
22 Department 23. The Court shall approve the distribution of any residual funds at the time of the
23 compliance hearing. Class Counsel shall submit a compliance report five court days prior to the
24 compliance hearing.

25 15. If this settlement does not become final and effective in accordance with the
26 terms of the Amended Stipulation, this Final Approval Order and Judgment and all orders
27 entered in connection herewith, shall be vacated and shall have no further force or effect.
28

1 16. Neither the Final Approval Order nor the Judgment in paragraph 17 below nor
2 the Amended Stipulation is, may be construed as, or may be used as, an admission or
3 concession by or against the Defendant, or any of the other Released Parties (as defined in the
4 Stipulation) of the validity of any claim or any actual or potential fault, wrongdoing or liability.

5 17. Pursuant to Rule 3.769(h), California Rules of Court, the Court hereby enters
6 Judgment in this action; provided, however, that without affecting the finality of the settlement
7 or the Judgment entered herein, this Court shall retain exclusive and continuing jurisdiction
8 over the Action and the Parties, including all Settlement Class Members, for purposes of
9 enforcing and interpreting the Final Approval Order, the Amended Stipulation, and the
10 settlement funding and claims distribution process established therein.

11
12 **IT IS SO ORDERED.**

13
14
15 Dated: _____, 2023

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 **January 27, 2023**, in the case of *Harrington, et al., v. Creative Security Company, Inc., et al.*, Alameda County Superior Court Case Number RG21095377, I served the foregoing document(s):

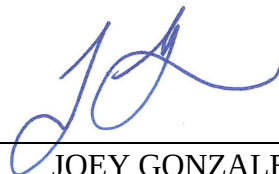
[PROPOSED] ORDER GRANTING MOTIONS FOR FINAL APPROVAL AND AWARD OF REASONABLE ATTORNEYS' FEES AND COSTS, CLASS REPRESENTATIVE ENHANCEMENTS, AND SETTLEMENT ADMINISTRATION FEES; JUDGMENT

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

Rona P. Layton, Esq.
Layton Law Firm
111 North Market Street # 300
San Jose, California 95113
rlayton@laytonlawfirm.com

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