

1 Raul Perez (SBN 174687)  
Raul.Perez@capstonelawyers.com  
2 Arnab Banerjee (SBN 252618)  
Arnab.Banerjee@capstonelawyers.com  
3 Brandon Brouillette (SBN 273156)  
Brandon.Brouillette@capstonelawyers.com  
4 Ruhandy Glezakos (SBN 307473)  
Ruhandy.Glezakos@capstonelawyers.com  
5 Capstone Law APC  
1875 Century Park East, Suite 1000  
6 Los Angeles, CA 90067  
7 Telephone: (310) 556-4811  
8 Facsimile: (310) 943-0396

9 Brian S. Kabateck (SBN 152054)  
bsk@kbklawyers.com  
10 Anastasia K. Mazzella (SBN 245201)  
am@kbklawyers.com  
11 Kabateck Brown Kellner LLP  
644 South Figueroa Street  
12 Los Angeles, CA 90017  
13 Telephone: (213) 217-5000  
14 Facsimile: (213) 217-5010

15 Attorneys for Plaintiffs Steven Vargas and Miguel  
Dominguez and all others similarly situated

16  
17 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
18 FOR THE COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST  
19

20 STEVEN VARGAS, an individual; on behalf of  
21 himself and all others similarly situated,

22 Plaintiff,

23 v.

24 ANDREWS INTERNATIONAL, INC., a  
25 Delaware Corporation; and, DOES 1 through  
26 50, inclusive,

27 Defendants.  
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32

CONFORMED COPY  
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Superior Court of California  
County of Los Angeles

JUN 06 2018

Sherri R. Carter, Executive Officer/Clerk  
By: Jan Josef Manrique, Deputy

LOS ANGELES SUPERIOR COURT  
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BY FAX

Case No.: BC601767

CLASS ACTION

**ORDER GRANTING MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND MOTION  
FOR ATTORNEYS' FEES, COSTS AND  
EXPENSE, AND CLASS REPRESENTATIVE  
ENHANCEMENT PAYMENTS**

Date: June 6, 2018  
Time: 10:00 a.m.  
Place: SSC Dept. 12

1 **ORDER**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class  
3 Action Settlement and Motion for Attorneys' Fees, Costs and Expenses, and Class Representative  
4 Enhancement Payments. Due and adequate notice having been given to Class Members as required by  
5 the Court's Preliminary Approval Order, and the Court having considered all papers filed and  
6 proceedings herein, and determining that the settlement is fair, adequate and reasonable, and otherwise  
7 being fully informed and good cause appearing therefore, it is hereby **ORDERED AS FOLLOWS:**

8 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and  
9 incorporated herein by reference, this Court finds that the requirements of California Code of Civil  
10 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

11 2. This Order hereby adopts and incorporates by reference the terms and conditions of the  
12 Joint Stipulation of Class Action Settlement and Release (collectively, "Settlement Agreement" or  
13 "Settlement"), together with the definitions and terms used and contained therein.

14 3. The Court finds that it has jurisdiction over the subject matter of the action and over all  
15 parties to the action, including all members of the Settlement Class.

16 4. The Class Notice fully and accurately informed Class Members of all material elements  
17 of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable  
18 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully  
19 with the laws of the State of California and due process. The Class Notice fairly and adequately  
20 described the settlement and provided Class Members with adequate instructions and a variety of means  
21 to obtain additional information.

22 5. Class Members were given a full opportunity to participate in the Final Approval  
23 hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly,  
24 the Court determines that all Class Members who did not timely and properly opt out of the settlement  
25 are bound by this Order.

26 6. The Court has considered all relevant factors for determining the fairness of the  
27 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,  
28 the Court finds that the settlement was reached following meaningful discovery and investigation  
29 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and  
30 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,  
31 adequate, and reasonable.

32 7. In so finding, the Court has considered all evidence presented, including evidence

1 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the  
2 likely duration of further litigation; the amount offered in settlement; the extent of investigation and  
3 discovery completed; and the experience and views of counsel. The Parties have provided the Court  
4 with sufficient information about the nature and magnitude of the claims being settled, as well as the  
5 impediments to recovery, to make an independent assessment of the reasonableness of the terms to  
6 which the Parties have agreed.

7 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement  
8 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the  
9 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,  
10 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will  
11 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were  
12 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the  
13 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement  
14 provides Class Members with fair and adequate relief.

15 9. The Settlement Agreement is not an admission by Defendant or by any other released  
16 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or  
17 any other released party. Neither this Order, the Settlement Agreement, nor any document referred to  
18 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used  
19 as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against  
20 Defendant or any of the other released parties.

21 10. Final approval shall be with respect to: All persons who were employed by Defendant  
22 in the State of California as non-exempt security guards at any time during the period from July 10, 2013  
23 through February 22, 2018.

24 11. Plaintiffs Steven Vargas and Miguel Dominguez are suitable representatives and are  
25 hereby appointed the representatives for the Settlement Class. The Court finds that Plaintiffs' investment  
26 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the  
27 Settlement Class, and that their interests are aligned with those of the Settlement Class.

28 12. The Court hereby awards Class Representative Enhancement Payments of \$10,000,  
29 each, to Plaintiffs for their services on behalf of the Settlement Class, and for agreeing to broader releases  
30 than those required of other Class Members.

31 13. The Court finds that the attorneys at Capstone Law APC and Kabateck Brown Kellner  
32 LLP have the requisite qualifications, experience, and skill to protect and advance the interests of the

1 Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical obligations  
2 attendant to the position of Class Counsel, and hereby appoints Capstone Law APC and Kabateck  
3 Brown Kellner LLP as counsel for the Settlement Class.

4 14. The settlement of civil penalties under PAGA in the amount of \$50,000 is hereby  
5 approved. Seventy-Five Percent (75%), or \$37,500, shall be paid to the California Labor and Workforce  
6 Development Agency. The remaining Twenty-Five Percent (25%), or \$12,500, will be paid to  
7 Participating Class Members.

8 15. The Court hereby awards \$1,566,667 in attorneys' fees and \$28,042.31 in costs and  
9 expenses to Capstone Law APC and Kabateck Brown Kellner LLP. The Court finds that the requested  
10 award of attorneys' fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of  
11 the common fund created by the settlement. ~~Counsel have also established the reasonableness of the~~  
12 ~~requested award of attorneys' fees via their lodestar crosscheck, and the Court finds that the rates, hours~~  
13 ~~billed, and risk multiplier are fair and reasonable.~~ *Use of this method for determining*  
14 *the fee award is reasonable because it encourages efficient*  
15 *litigation.* Accordingly, the Court awards Capstone Law APC  
16 \$16,301.78 in costs and \$783,333.50 in attorneys' fees, and Kabateck Brown Kellner LLP \$11,740.53 in  
17 costs and \$783,333.50 in attorneys' fees.

16 16. The Court approves settlement administration costs and expenses in the amount of  
17 \$30,000 to CPT Group, Inc.

18 17. Defendant shall pay Class Members pursuant to the procedure described in the  
19 Settlement Agreement.

20 18. All Class Members were given a full and fair opportunity to participate in the Approval  
21 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the  
22 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed  
23 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order  
24 shall be forever binding on all Class Members who did not timely and properly opt out of the settlement.  
25 These Class Members have released and forever discharged the Defendants for any and all Released  
26 Claims. *19. A Final Report of the Administrator*

27 **IT IS SO ORDERED.**

28  
29 Dated: June 6, 2018

*18/*CAROLYN B. KUHL  
ASSISTANT SUPERVISING JUDGE  
COMPLEX CIVIL LITIGATION  
Hon. Carolyn B. Kuhl  
Los Angeles County Superior Court

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Capstone Law APC  
1875 Century Park East, Suite 1000  
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Facsimile: (310) 943-0396

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644 South Figueroa Street  
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Attorneys for Plaintiffs Steven Vargas and Miguel Dominguez and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST

STEVEN VARGAS, an individual; on behalf of himself and all others similarly situated,  
  
Plaintiff,  
  
v.  
  
ANDREWS INTERNATIONAL, INC., a Delaware Corporation; and, DOES 1 through 50, inclusive,  
  
Defendants.

Case No.: BC601767

CLASS ACTION

~~XXXXXXXXXX~~ JUDGMENT

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By: Jan Josef Manrique, Deputy

RECEIVED  
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B. SMITH

BY FAX

1 **JUDGMENT**

2 Pursuant to the Order Granting the Motion for Final Approval of the Class Action Settlement  
3 and Motion for Attorneys' Fees, Costs and Expenses, and Class Representative Enhancement Payments  
4 (the "Order Granting Final Approval"), it is hereby **ORDERED, ADJUDGED, AND DECREED** as  
5 follows:

6 1. Judgment in this matter is entered in accordance with, and incorporates by reference the  
7 findings of, the Court's Order Granting Final Approval and the Parties' Joint Stipulation of Class Action  
8 Settlement and Release ("Settlement Agreement"). Unless otherwise provided herein, all capitalized  
9 terms used herein shall have the same meaning as defined in the Settlement Agreement.

10 2. As provided by the Order Granting Final Approval, all Class Members who did not  
11 timely and properly opt out from the Settlement are barred from pursuing, or seeking to reopen, any of  
12 the Released Claims, as defined in the Settlement Agreement. Consistent with the definitions provided  
13 in the Settlement Agreement, the Settlement Class consists of: All persons who were employed by  
14 Defendant in the State of California as non-exempt security guards at any time during the period from  
15 July 10, 2013 through February 22, 2018.

16 3. Without affecting the finality of the Judgment, the Court shall retain exclusive and  
17 continuing jurisdiction over the above-captioned action and the parties, including all Class Members, for  
18 purposes of enforcing the terms of the Judgment entered herein.

19 4. This document shall constitute a judgment (and separate document constituting said  
20 judgment) for purposes of California Rules of Court, Rule 3.769(h).

21  
22 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

23  
24  
25 Dated: June 6, 2018

26 1s/ CAROLYN B. KUHL  
27 ASSISTANT SUPERVISING JUDGE  
28 COMPLEX CIVIL LITIGATION  
Hon. Carolyn B. Kuhl  
Los Angeles County Superior Court