

ATTORNEY OR PARTY WITHOUT ATTORNEY <i>(Name, State Bar number, and address):</i> Andrew J. Kearney (SBN 323867) Kearney Littlefield LLP 3051 Foothill Blvd., Ste. B La Crescenta, CA 91214 TELEPHONE NO.: 213-473-1900 FAX NO. <i>(Optional):</i> 213-473-1919 E-MAIL ADDRESS <i>(Optional):</i> ajk@kearneylittlefield.com ATTORNEY FOR <i>(Name):</i> Plaintiffs and the Class	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 312 N. Spring St. MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Spring Street Courthouse	
PLAINTIFF/PETITIONER: Antonio Villegas, et al. DEFENDANT/RESPONDENT: ADT Security Services, Inc., et al.	
<p style="text-align: center;">NOTICE OF ENTRY OF JUDGMENT OR ORDER</p> <p><i>(Check one):</i> <input checked="" type="checkbox"/> UNLIMITED CASE <input type="checkbox"/> LIMITED CASE (Amount demanded exceeded \$25,000) (Amount demanded was \$25,000 or less)</p>	CASE NUMBER: BC510665

TO ALL PARTIES :

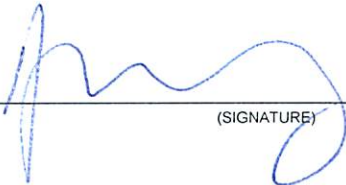
1. A judgment, decree, or order was entered in this action on *(date)*: August 26, 2021

2. A copy of the judgment, decree, or order is attached to this notice.

Date: August 26, 2021

Andrew J. Kearney

(TYPE OR PRINT NAME ATTORNEY PARTY WITHOUT ATTORNEY)



(SIGNATURE)

FILED
Superior Court of California
County of Los Angeles

AUG 26 2021

Sherri R. Canino, Clerk
by Alfredo Morales deputy
ALFREDO MORALES

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

Antonio Villegas, an individual, on behalf of
himself and all others similarly situated

Plaintiff,

v.

ADT SECURITY SERVICES, INC., a
corporation, and IMI INTEGRITY
SERVICES, INC., a corporation, and
DOES 1 through 500, inclusive,

Defendants.

Case No. BC510665

CLASS ACTION

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S *UNOPPOSED* MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT

Dept. SSC 7
Assn'ed to Hon. Amy D. Hogue

1757/07/00

1 The Motion of Plaintiffs Christine Smith and Oscar Gardner (“Plaintiffs”) for final
2 approval of the class action settlement came on regularly for hearing on July 30, 2021 at 10:00
3 a.m. in Department 7 of the Los Angeles Superior Court, Spring Street Courthouse, the Honorable
4 Amy D. Hogue presiding. Appearing for Plaintiffs and Settlement Class Representatives were
5 Class Counsel: Andrew J. Kearney and Prescott W. Littlefield of Kearney Littlefield, LLP.
6 Appearing for Defendant, ADT LLC, f/k/a ADT Security Services, Inc. (“Defendant”) were
7 Dominic Surprenant and Brantley I. Pepperman of Quinn Emanuel Urquhart & Sullivan, LLP.

8 Prior to the July 30, 2021 hearing, the Court issued a tentative ruling, which, among other
9 things, sought additional information regarding the lower than expected claims rate. The Court
10 also suggested potential changes to the method of distribution of the Net Settlement Fund to Class
11 Members. At the July 30, 2021 hearing, the Court requested additional information to be provided
12 by Defendant. The Court continued the hearing on Plaintiffs’ Motion until August 19, 2021. On
13 August 13, 2021, Defendant submitted the additional information requested, and the parties
14 submitted a Joint Statement.

15 The continued hearing on the motion for final approval of the class action settlement came
16 on for hearing on August 19, 2021 at 3:00 p.m. in Department 7 of the Los Angeles Superior
17 Court, Spring Street Courthouse, the Honorable Amy D. Hogue presiding. Appearing for
18 Plaintiffs and Settlement Class Representatives was Class Counsel: Prescott W. Littlefield of
19 Kearney Littlefield, LLP. Appearing for Defendant, ADT LLC, f/k/a ADT Security Services, Inc.
20 (“Defendant”) were Dominic Surprenant and Brantley I. Pepperman of Quinn Emanuel Urquhart
21 & Sullivan, LLP.

22 On February 18, 2021, the Court entered an Order Granting Motion for Preliminary
23 Approval of Class Action Settlement (“Preliminary Approval Order”), preliminarily approving the
24 proposed settlement of this action pursuant to the terms of the Second Amended Class Action
25 Settlement Agreement and Stipulation (the “Settlement Agreement”) and directing that Class
26 Notice be given to the members of the Settlement Class.

27 Having reviewed and considered (a) the Motion, including the Settlement Agreement, (b)
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1 any objections filed with the Court, (c) the Parties' responses to any objections, (d) the argument
2 of counsel, and (e) any oral presentations made at the Final Fairness Hearing, and good cause
3 appearing therefore, the Court hereby grants the Motion, subject to the modifications set forth
4 herein, specifically in paragraph 19, below, and issues the following findings, determinations and
5 orders in this Order Granting Final Approval of Class Action Settlement ("Final Order"):

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

7 1. This Court, for purposes of this Final Order, adopts all defined terms as set forth in
8 the Settlement Agreement for all capitalized terms used herein, unless otherwise specified herein.

9 2. This Court has jurisdiction over the subject matter of the Action and over all claims
10 and causes of action raised therein and all Parties thereto, including the Settlement Class
11 Members.

12 3. The Court finally certifies, pursuant to California Code of Civil Procedure section
13 382, the following Settlement Class:

14 All persons or entities located within the City of Los Angeles who: (1) had an
15 alarm system installed, operated or monitored by ADT, LLC d/b/a/ ADT Security
16 Services, (2) received penalties from the City of Los Angeles for a false alarm and
17 not having a permit for their alarm system on or after May 31, 2009 through
18 December 7, 2018, and (3) did not opt-out of the class notice previously sent in
19 this matter.

20 4. The Settlement Class, which will be bound by this Final Order and the Final
21 Judgment to be entered forthwith, shall include and bind all Settlement Class Members, including
22 those who did not properly request exclusion pursuant to the Preliminary Approval Order and
23 Section IX of the Settlement Agreement. No members of the Class requested exclusion from the
24 Class.

25 5. Plaintiffs appointed Settlement Class Representatives pursuant to the Preliminary
26 Approval Order (Christine Smith and Oscar Gardner) fairly and adequately represented the
27 Settlement Class.

28 6. Class Counsel (Thomas A. Kearney, Andrew J. Kearney, and Prescott W.
Littlefield of Kearney Littlefield, LLP and Catherine Burke Schmidt Attorney at Law) appointed

1 pursuant to the Preliminary Approval Order fairly, adequately, and competently represented the
2 Class Members.

3 7. Class Notice to the Settlement Class was provided in accordance with the
4 Preliminary Approval Order and the Notice Plan set forth in Section VII of the Settlement
5 Agreement, and satisfied the requirements of due process, California Code of Civil Procedure
6 section 382, California Rules of Court 3.766 and 3.769, the California and United States
7 Constitutions, and any other applicable law. The Class Notice: (i) fully and accurately informed
8 Class Members about the lawsuit and proposed Settlement Agreement; (ii) provided sufficient
9 information so that Class Members were able to decide whether to accept the benefits offered, opt-
10 out and pursue their own remedies, or object to the Settlement Agreement; (iii) provided
11 procedures for Class Members to file written objections to the Settlement Agreement, to appear at
12 the Final Fairness Hearing, and to state objections to the Settlement Agreement; and (iv) provided
13 the time, date and place of the Final Fairness Hearing.

14 8. The Notice Plan set forth in Section VII Settlement Agreement and effectuated
15 pursuant to the Preliminary Approval Order constitutes the best notice practicable under the
16 circumstances and shall constitute due and sufficient notice to the Settlement Class of the
17 pendency of the Action, certification of the Settlement Class for settlement purposes only, the
18 terms of the Settlement Agreement, and the Final Fairness Hearing, and it satisfies the
19 requirements of California law and federal due process of law.

20 9. The Settlement Agreement was arrived at following informed, arm's length,
21 adversarial negotiations conducted in good faith by Class Counsel and Defendant's Counsel, was
22 facilitated by an experienced mediator, and is supported by a majority of the members of the
23 Settlement Class.

24 10. The Settlement Agreement was entered into in good faith, is fair, reasonable and
25 adequate, and satisfies the standards and applicable requirements for final approval of this class
26 action settlement under California law, including the provisions of California Code of Civil
27 Procedure section 382 and California Rules of Court, Rule 3.769. It is hereby finally approved.
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1 **11.** The Parties shall effectuate the Settlement Agreement according to its terms. The
2 Settlement Agreement shall be deemed incorporated herein as if explicitly set forth herein.

3 **12.** Upon the Effective Date of the Final Judgment to be entered forthwith, Class
4 Representatives, Plaintiffs, and each Settlement Class Member, on behalf of themselves and any
5 other legal or natural persons who may claim by, through or under them, are deemed to have
6 released and discharged the Defendant and all other Released Parties from all Released Claims
7 under the Settlement Agreement.

8 **13.** Settlement Class Members, Class Representatives, and Plaintiffs, on behalf of
9 themselves and any other legal or natural persons who may claim by, through or under them, are
10 hereby permanently enjoined and barred from asserting, instituting, or prosecuting, either directly
11 or indirectly, any Released Claim against any of the Released Parties.

12 **14.** This Final Order, the Settlement Agreement, and the settlement which it reflects –
13 and any and all acts, statements, documents or proceedings relating to the Settlement Agreement –
14 are not, and shall not be construed as, or used as an admission by or evidence against Defendant or
15 any Released Party of any fault, wrongdoing, or liability on their part, or of the validity of any
16 Released Claim, of the existence or amount of any damages, or of the propriety of class action
17 treatment for any Released Claim outside of for the purposes of the Settlement Agreement and this
18 Final Order.

19 **15.** Defendant shall pay the Maximum Settlement Fund in the amount of SIX
20 HUNDRED THIRTY FIVE THOUSAND AND ZERO CENTS (\$635,000.00) to the Escrow
21 Account as required under, and according to the timelines set forth in, Section VI of the Settlement
22 Agreement.

23 **16.** The Court approves the Administration Expenses in the amount of \$50,000. The
24 Settlement Administrator shall be paid Administration Expenses in the total amount of \$50,000,
25 which amount shall be paid out of the Escrow Account and in accordance with Section VIII of the
26 Settlement Agreement.

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1 17. An award of \$211,666.67 in attorneys' fees and \$42,000 in costs to Class Counsel is
2 fair and reasonable in light of the nature of this case, Class Counsel's experience and efforts in
3 prosecuting this Action, and the benefits obtained for the Class. Class Counsel is hereby awarded
4 Attorneys' Fees and Expenses in the amount of \$253,666.67. The Attorneys' Fees and Expenses
5 hereby awarded shall be paid by the Settlement Administrator from the Escrow Account as
6 required under, and according to the timelines set forth in, Section XIV of the Settlement
7 Agreement.

8 18. A Service Award to each Class Representative in the amount of \$7,500 is fair and
9 reasonable in light of: (a) Plaintiffs' risks (including financial, professional, and emotional) in
10 commencing this action as the class representatives; (b) the time and effort spent by Plaintiffs in
11 litigating this action as the class representatives; and (c) Class Representatives' public interest
12 service. Each Class Representative is hereby awarded \$7,500 as a Service Award. These amounts
13 shall be paid by the Settlement Administrator from the Escrow Account as required under, and
14 according to the timelines set forth in, Section XIV of the Settlement Agreement.

15 19. The Settlement Administrator shall distribute all Settlement Benefits to Class
16 Members who have made valid and timely claims, as set forth in Section VI of the Settlement
17 Agreement, as modified by this Order. Specifically, Section II, paragraph 39, and Section VI,
18 paragraph 55 of the Settlement Agreement contemplated a per-Class Member cap of the
19 Settlement Benefit at \$251. However, after reviewing the actual claim rate, this would have
20 resulted in a remainder of approximately \$93,194 of the Net Settlement Fund to be distributed to
21 the Cy Pres. Pursuant to the agreement of the parties as stated in the Joint Statement submitted on
22 August 13, 2021, and as stated at the continued hearing on August 19, 2021, the Court hereby
23 finds that there should be no cap on the per-Class Member settlement benefit, so that the full Net
24 Settlement Fund shall be distributed to the Class Members who submitted valid claims. The result
25 of this will be that participating Class Members shall each receive approximately \$355.83, leaving
26 no remainder to be distributed to the Cy Pres. Nevertheless, after the check cashing deadline,
27 there may be some residual funds left in the Escrow Account. Therefore, the Settlement
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1 Administrator shall transfer any remaining amounts in the Net Settlement Fund from the Escrow
2 Account to the Cy Pres as required under, and according to the timelines set forth in, Section VI of
3 the Settlement Agreement.

4 **20.** Plaintiffs, Class Representatives, and the Settlement Class, on the one hand, and
5 Defendant, on the other hand, shall take nothing further from the other side except as expressly set
6 forth in the Settlement Agreement and this Final Approval Order.

7 **21.** This Final Order does not constitute an expression by the Court of any opinion or
8 determination as to the merit or lack thereof of any of the Plaintiffs' claims or Defendant's
9 defenses. This Final Approval Order is not an admission or indication of the validity of any claim
10 by Plaintiffs in this action or of any liability, wrongdoing, or violation of any law on the part of
11 Defendant.

12 **22.** The Parties are authorized to the implement the terms of the Settlement Agreement
13 as provided in this Final Order as of the Effective Date of the Final Judgment to be entered
14 forthwith.

15 **23.** Pursuant to California Code of Civil Procedure section 664.6, and Rule 3.769(h) of
16 California Rules of Court, and without effecting the finality of the Final Judgment, the Court
17 reserves exclusive and continuing jurisdiction over this Action, the Plaintiff, the Class Members,
18 and Defendant for purposes of administrating, consummating, enforcing, and interpreting the
19 Settlement Agreement, this Final Order, and the Final Judgment, and to issue related orders
20 necessary to effectuate final approval of the Settlement Agreement.

21 **24.** The Court finds that there is no reason for delay in entering Final Judgment in this
22 Action. The Court directs the Clerk to enter the Final Judgment as of the date of this Final Order.

23 **25.** The Clerk is directed to enter this Final Order forthwith.

24 **26.** The Administrator must submit a declaration accounting for and confirming final


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1 pay out on or before July 1, 2022, as set forth in Section VIII, paragraph 65, section (p). A non-
2 appearance case review is set for July 8, 2022 at 10:00 a.m. in this Department.

3 **IT IS SO ORDERED.**

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7 Dated: 8-26-21

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10 JUDGE OF THE SUPERIOR COURT
11 AMY D. HOGUE, JUDGE
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 3051 Foothill Blvd., Suite B, La Crescenta, CA 91214.

On August 26, 2021, I served the following document(s) described as:

NOTICE OF ENTRY OF ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

SEE ATTACHED LIST

BY E-MAIL OR ELECTRONIC TRANSMISSION: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be served via CaseAnywhere to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. *See Attached Service List*

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 26, 2021, at La Crescenta, California.



ANDREW J. KEARNEY
SERVICE LIST

QUINN EMANUEL URQUHART & SULLIVAN, LLP Dominic Surprenant (Cal. Bar No. 165861) dominicsurprenant@quinnemanuel.com Brantley Pepperman (Cal. Bar No. 322057) brantleypepperman@quinnemanuel.com 865 South Figueroa Street, 10 th Floor Los Angeles, California 90017-2543 Telephone:(213) 443-3000 Facsimile: (2 13) 443-3100	Attorneys for Defendant ADT LLC, d/b/a ADT Security Services Via CaseAnywhere
Catherine Burke Schmidt Attorney At Law 4136 Del Rey Ave Marina Del Rey, CA 90292 Telephone: 844-622-7529 Cate@classaction.la	Attorney for Plaintiff Via CaseAnywhere

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