

FILED
Superior Court of California
County of Los Angeles

AUG 26 2021

Sherri R. Carr, Clerk/Clerk
v. 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]~~ FINAL JUDGMENT

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

WHEREAS, this matter came before the Court for hearing on July 30, 2021 at 10:00 a.m.
in Department 7 of the Los Angeles Superior Court, Spring Street Courthouse, the Honorable
Amy D. Hogue presiding, the hearing was continued until August 19, 2021 at 3:00 p.m. so that the
Court could accept further briefing from the parties (the July 30, 2021 and August 19, 2021

08/24/2021

1 hearing together are herein referred to as the “Final Fairness Hearing”), in accordance with the: (i)
2 Order Granting Motion for Preliminary Approval of Class Action Settlement (“Preliminary
3 Approval Order”) entered on February 18, 2021; and (ii) Plaintiffs’ Motion for Final Approval of
4 Class Action Settlement seeking approval of the settlement set forth in the Second Amended Class
5 Action Settlement Agreement and Stipulation (“Settlement Agreement”);

6 WHEREAS, the Court, having considered all papers filed in this Action and oral
7 arguments of counsel in this Action and those appearing at the Final Fairness Hearing, and
8 otherwise being fully informed, and good cause appearing thereon;

9 WHEREAS, on 8/26/2021, this Court gave final approval to the Settlement
10 Agreement in its Order Granting Final Approval of Class Action Settlement (“Final Order”);

11 WHEREAS, all capitalized terms used herein shall have the same meaning as the defined
12 terms in the Settlement Agreement, unless otherwise specified herein.

13 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

14 1. This Court has jurisdiction over the subject matter of the Action, this litigation, and
15 all Parties to the Action, including all Settlement Class Members.

16 2. The Settlement Class is hereby certified pursuant to California Code of Civil
17 Procedure section 382 as follows:

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

24 3. No Class Member submitted a request for exclusion.

25 4. This Court hereby enters judgment pursuant to the terms and conditions set forth in
26 the Final Order, and the Plaintiffs, Class Representatives, and Settlement Class Members shall
27 take nothing except as provided in the Settlement Agreement and Final Order.

28 5. Plaintiffs and Settlement Class Representatives (Christine Smith and Oscar
Gardner) fairly and adequately represented the Settlement Class.

1 6. Class Counsel (Thomas A. Kearney, Andrew J. Kearney, and Prescott W.
2 Littlefield of Kearney Littlefield, LLP and Catherine Burke Schmidt Attorney at Law) fairly,
3 adequately, and competently represented the Class Members.

4 7. The Parties shall take all steps necessary and appropriate to effectuate the terms of
5 the Settlement Agreement and provide Settlement Class Members with the benefits to which they
6 are entitled under the Settlement Agreement and pursuant to the Final Order.

7 8. Defendant, ADT LLC, d/b/d ADT Security Services, Inc. (“Defendant”), shall pay
8 the Maximum Settlement Fund in the amount of SIX HUNDRED THIRTY FIVE THOUSAND
9 AND ZERO CENTS (\$635,000.00) to the Escrow Account as provided under the Settlement
10 Agreement and pursuant to the Final Order.

11 9. Each Class Representative shall be awarded \$7,500.00 as a Service Award in his
12 and/or her capacity as a representative Plaintiff in the Action. Such funds shall be paid out of the
13 Escrow Account as provided under the Settlement Agreement and pursuant to the Final Order.

14 10. Class Counsel shall be awarded Attorneys’ Fees and Expenses in the amount of
15 \$211,666.67 in attorneys’ fees and \$42,000 in costs, which amounts are approved as fair and
16 reasonable, and in accordance with the terms of the Settlement Agreement. Such funds shall be
17 paid out of the Escrow Account as provided under the Settlement Agreement and pursuant to the
18 Final Order.

19 11. The Court awards Administration Expenses to the Settlement Administrator in the
20 amount of \$50,000. Such funds shall be paid out of the Escrow Account as provided under the
21 Settlement Agreement and pursuant to the Final Order.

22 12. The Net Settlement Fund shall be distributed from the Escrow Account to as
23 provided under the Settlement Agreement and pursuant to the Final Order. The Settlement
24 Administrator shall issue the Settlement Benefit as provided under the Settlement Agreement and
25 as modified by the Final Order. Specifically, Section II, paragraph 39 and Section VI, paragraph
26 55 of the Settlement Agreement contemplated a per-Class Member cap of the Settlement Benefit
27 at \$251. However, after reviewing the actual claim rate, this would have resulted in a remainder
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1 of approximately \$93,194 of the Net Settlement Fund to be distributed to the Cy Pres. Pursuant to
2 the agreement of the parties as stated in the Joint Statement submitted on August 13, 2021, and as
3 stated at the continued hearing on August 19, 2021, the Court found in the Final Order that there
4 should be no cap on the per-Class Member settlement benefit, so that the full Net Settlement Fund
5 shall be distributed to the Class Members who submitted valid claims. The result is that
6 participating Class Members shall each receive approximately \$355.83, leaving no remainder to be
7 distributed to the Cy Pres. Any remaining amounts from the Net Settlement Fund after
8 distribution of the Settlement Benefit and the expiration of the check cashing deadline shall be
9 transferred to the Cy Pres Designee.

10 **13.** The Court hereby approves the Settlement Agreement, as modified herein and by
11 the Final Order and finds that it is, in all respects, fair, reasonable, and adequate to the Settlement
12 Class.

13 **14.** Class Notice disseminated to the Class pursuant to the Preliminary Approval Order
14 and Notice Plan under the Settlement Agreement was the best notice practicable under the
15 circumstances. The Class Notice provided due and adequate notice of those proceedings and
16 matters set forth therein, including the proposed Settlement Agreement, to all persons entitled to
17 such notice, and the Class Notice fully satisfied the requirements of the requirements of due
18 process, California Code of Civil Procedure section 382, California Rules of Court, Rules 3.766
19 and 3.769, the California and United States Constitutions.


20 **15.** Upon the Effective Date of this Final Judgment, Plaintiffs, Class Representatives,
21 and each Settlement Class Member, on behalf of themselves and any other legal or natural persons
22 who may claim by, through or under them, are deemed to have released and discharged Defendant
23 and all other Released Parties from all Released Claims under the Settlement Agreement and
24 pursuant to the Final Order. Settlement Class Members, Class Representatives, and Plaintiffs, on
25 behalf of themselves and any other legal or natural persons who may claim by, through or under
26 them, are hereby permanently enjoined and barred from asserting, instituting, or prosecuting,
27 either directly or indirectly, any Released Claim against any of the Released Parties.

1 **16.** Pursuant to the Settlement Agreement, California Code of Civil Procedure
2 section 664.6, and Rule 3.769(h) of the California Rules of Court, this Court retains exclusive
3 jurisdiction over this Action, Plaintiffs, the Class Members, and Defendant to enforce the terms of
4 the Settlement Agreement and this Final Judgment.

5 **17.** This Final Judgment shall constitute a judgment for purposes of Rule 3.769(h) of
6 the California Rules of Court.

7 **18.** The Court is directed to enter this Final Judgment forthwith.

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9 Dated: 8-26-21



JUDGE OF THE SUPERIOR COURT
AMY D. HOGUE, JUDGE

1707107188

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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 FINAL JUDGMENT

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

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| <p>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, 10th Floor Los Angeles, California 90017-2543 Telephone:(213) 443-3000 Facsimile: (2 13) 443-3100</p> | <p>Attorneys for Defendant ADT LLC, d/b/a ADT Security Services Via CaseAnywhere</p> |
| <p>Catherine Burke Schmidt Attorney At Law 4136 Del Rey Ave Marina Del Rey, CA 90292 Telephone: 844-622-7529 Cate@classaction.la</p> | <p>Attorney for Plaintiff Via CaseAnywhere</p> |